

Gregg M. Galardi, Esq.
Ian S. Fredericks, Esq.
SKADDEN, ARPS, SLATE, MEAGHER &
FLOM, LLP
One Rodney Square
PO Box 636
Wilmington, Delaware 19899-0636
(302) 651-3000

Dion W. Hayes (VSB No. 34304)
Douglas M. Foley (VSB No. 34364)
MCGUIREWOODS LLP
One James Center
901 E. Cary Street
Richmond, Virginia 23219
(804) 775-1000

- and -

Chris L. Dickerson, Esq.
SKADDEN, ARPS, SLATE, MEAGHER &
FLOM, LLP
333 West Wacker Drive
Chicago, Illinois 60606
(312) 407-0700

Counsel to the Debtors and
Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

- - - - - x
In re: : Chapter 11
:
CIRCUIT CITY STORES, INC., : Case No. 08-35653-KRH
et al., :
:
Debtors. : Jointly Administered
- - - - - x

**ORDER UNDER BANKRUPTCY CODE SECTIONS 105, 363, AND 365
(I) APPROVING BIDDING AND AUCTION PROCEDURES FOR SALE OF
UNEXPIRED NONRESIDENTIAL REAL PROPERTY LEASES,
(II) SETTING SALE HEARING DATES AND (III) AUTHORIZING
AND APPROVING (A) SALE OF CERTAIN UNEXPIRED
NONRESIDENTIAL REAL PROPERTY LEASES FREE AND CLEAR OF
ALL INTERESTS, (B) ASSUMPTION AND ASSIGNMENT OF CERTAIN
UNEXPIRED NONRESIDENTIAL REAL PROPERTY LEASES AND
(C) LEASE REJECTION PROCEDURES**

Upon consideration of motion, dated February 3,

2009 (the "Motion"),¹ of Circuit City Stores, Inc. and certain of its subsidiaries, debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors"), for orders under sections 105(a), 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), (i) approving the bidding and auction procedures for sale of certain nonresidential real property leases set forth herein and attached hereto as Exhibit 1 (the "Bidding Procedures"), (ii) setting dates for sale hearings (the "Sale Hearings"), and (iii) authorizing and approving (a) the sale (the "Sale") of certain unexpired nonresidential real property leases (the "Leases", comprising the February Leases and the March Leases, each as defined in the Bidding Procedures), and as set forth on Exhibit 2 hereto, free and clear of all interests, including liens, claims, and encumbrances (collectively, the "Interests"), (b) the assumption and assignment of the Leases, and (c) lease rejection procedures for any Leases that are not sold in connection

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

with the foregoing; and upon the record of the hearing held on February 13, 2009 (the "Bidding And Rejection Procedures Hearing"); and after due deliberation thereon, and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:²

A. The Court has jurisdiction over this matter and over the property of the Debtors and their respective bankruptcy estates pursuant to 28 U.S.C. §§ 157(a) and 1334.

B. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b).

C. Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

D. The relief requested in the Motion and granted herein is in the best interests of the Debtors, their estates, their stakeholders, and other parties in interest.

E. The notice of the Motion and the Bidding And Rejection Procedures Hearing given by the Debtors

² Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

constitutes due and sufficient notice thereof.

F. The Debtors have articulated good and sufficient reasons for the Court to (i) approve the Bidding Procedures, (ii) approve the rejection procedures, (iii) set dates for the Sale Hearings, (iv) approve the manner of notice of the Motion, the Sale Hearings, the assumption and assignment of certain of the Leases, and the rejection of certain of the Leases, (v) approve the form of notice of the Motion, the Sale Hearings, the assumption and assignment of certain of the Leases, and the rejection of certain of the Leases and (vi) approve procedures with respect to objections to Proposed Cure Amounts (as defined below) and to the assumption and assignment of the Leases to be filed with the Court and served on the non-Debtor counterparties thereto.

G. The Bidding Procedures and the rejection procedures are reasonable and appropriate and represent the best method for maximizing the realizable value of the Leases.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

1. The relief requested in the Motion is GRANTED to the extent set forth herein.

2. The Bidding Procedures, substantially in the form set forth on Exhibit 1 attached hereto and incorporated herein by reference as if fully set forth herein, are hereby approved.

3. Pursuant to the Bidding Procedures, the Debtors may, among other things: (i) determine, in their business judgment, which Qualified Bid is the highest or otherwise best offer for a Lease or Leases or (ii) reject at any time before entry of an order of the Court approving a Qualified Bid (such order, a "Sale Order"), any bid which, in the Debtors' sole discretion, is (a) inadequate or insufficient, (b) not in conformity with the Bidding Procedures or applicable law or (c) contrary to the best interests of the Debtors, their estates, and their stakeholders. The Debtors are authorized to terminate the bidding process or the auctions (with respect to February Leases, the "February Lease Auction," with respect to March Leases, the "March Lease Auctions," and collectively, the "Auctions") at any time if they determine, in their business judgment, that the bidding proc-

ess will not maximize the value of the Leases to be realized by the Debtors' estates.

4. The Court shall hold the Sale Hearings on March 3, 2009 and March 13, 2009 at 10:00 a.m. (ET) in the United States Bankruptcy Court for the Eastern District of Virginia, 701 East Broad Street, Room 5000, Richmond, VA 23219, at which time the Court shall consider the disposition of certain of the Leases, as set forth in the Bidding Procedures and the Motion. At each Sale Hearing, pursuant to the terms and conditions set forth in the Motion, the Court will, among other things, (i) approve the Successful Bidder(s) for the respective Lease(s), (ii) confirm the results of the most recent Auction, if any, (iii) conduct a scheduling conference with respect to any unresolved Cure Objections to determine the Final Cure Amount (as defined in the Bidding Procedures), and (iv) confirm the rejection of the Leases for which the Rejection Date has been determined. The Sale Hearings or any portion thereof, such as with respect to the proposed assumption and assignment of a particular Lease, may be adjourned by the Debtors from time to time without further notice to creditors or par-

ties in interest other than by announcement of the adjournment in open court or on the Court's calendar on the date scheduled for such Sale Hearing or on any adjourned date.

5. By 12 noon (ET) on the date that is one day after the Bid Deadline, the Debtors shall file a Cure Schedule. The Cure Schedule shall include the Proposed Cure Amounts for those Leases on which the Debtors received at least one Qualified Bid. Concurrent with the filing, the Debtors will post the Cure Schedule on the website for the Debtors' claims and noticing agent, www.kccllc.net/circuitcity.

6. To the extent that the Lease counterparty (the "Lessor") fails to object or otherwise respond (i) in writing to the Proposed Cure Amount on or before 5:00 p.m. (ET) on the business day prior to the applicable Sale Hearing or (ii) orally at the applicable Sale Hearing (each a "Cure Objection"), the Proposed Cure Amount shall constitute the sole amount necessary under sections 365(b)(1)(A) and (B) and 365(f)(2)(A) of the Bankruptcy Code to cure all defaults and pay all actual pecuniary losses under the Lease and the Lessor is forever

barred and enjoined from asserting a cure amount different from that set forth on the applicable Cure Schedule (except for any amounts accruing from the date of the Cure Schedule through the date of assignment of the Lease). To the extent that the Lessor has asserted that the cure amount is other than the Proposed Cure Amount (the "Cure Amount"), has lodged a timely and valid Cure Objection, and such Cure Objection has not been resolved prior to or at the Sale Hearing, the Court will conduct a scheduling conference at the applicable Sale Hearing and such unresolved Cure Objection will be resolved at a date determined by the Court. The Debtors (or the Successful Bidder, as the case may be) shall pay the undisputed portion of the Cure Amount for the Lease as soon as practicable following the Closing. The disputed portion of the Cure Amount shall be paid following the earlier of (i) the date the Debtor (or the Successful Bidder, as the case may be) and the Lessor reach an agreement as to the appropriate Cure Amount or (ii) if necessary, the date of entry of an order by the Court fixing the Cure Amount. Compliance with this Paragraph of the

Order constitutes payment of the Cure Amount as otherwise provided in this Order.

7. The Debtors shall provide (by email, if available, or U.S. first class mail) the Lessor of each Lease on which a potential purchaser, other than the Lessor itself, has submitted a Qualified Bid pursuant to the Bidding Procedures (each, a "Potential Purchaser") with a notice of Potential Purchaser substantially in the form attached hereto as Exhibit 3 (the "Potential Purchaser Notice"). The Debtors shall provide the Potential Purchaser Notice to Lessors within six (6) hours of the Bid Deadline.

8. Lessors who wish to contest the assumption and/or assignment of a Lease by a Potential Purchaser on adequate assurance of future performance or other grounds must (i) file their objections by 5:00 p.m. (ET) on the business day immediately preceding the Sale Hearing at which such Lease is to be assumed and assigned or (ii) orally object at such Sale Hearing. Any such timely filed or valid objections will be resolved, as necessary, either at the applicable Sale Hearing or such later date as may be scheduled by the

Court. Any filed objections may be orally supplemented at the Sale Hearing.

9. For the Sale Hearings and associated leases, a Lessor may object on the basis that notice of the Sale was insufficient or inadequate and the Debtors reserve their right to contest such objection.

10. If the Lessor for any Lease that is subject to a Potential Purchaser Notice fails to file and serve an objection or orally object in accordance with the instructions in the Potential Purchaser Notice or this Order, the Court may authorize the assumption and assignment of the applicable Lease at the applicable Sale Hearing and the Lessor will be deemed to have consented to the assumption and assignment of the Lease to a Potential Purchaser that is selected as the Successful Bidder and will be forever barred from asserting any other claims as to such Lease, including, but not limited to, the propriety or effectiveness of the assumption and assignment of the Lease, against the Debtors or the Successful Bidder, or the property of either of them.

11. Any Lease for which either (i) no Potential Purchaser has submitted a bid or (ii) the Debtors have not served a Rejection Notice (as defined below), shall be deemed rejected as of the later of (a) February 28, 2009 for February Leases or March 31, 2009 for March Leases, (b) the Sale Termination Date or (c) the date that the Debtors have surrendered the premises to the Lessor by fulfilling the Rejection Requirements (as defined herein) (such date, the "Outside Rejection Date").

12. In order to effectively surrender the premises, the Debtors shall be required to use commercially reasonable efforts to (i)(a) disarm the alarm, (b) transmit alarm codes to the applicable Lessor, or (c) advise the Lessor in writing that they are unable to provide the alarm codes despite commercially reasonable efforts to do so and (ii)(a) return keys to the applicable Lessor or (b) advise the applicable Lessor that the keys cannot be returned despite commercially reasonable efforts to do so (such measures, the "Rejection Requirements").

13. The Debtors may provide the Lessor with notice of rejection, substantially in the form attached

hereto as Exhibit 4 (the "Rejection Notice"). The Rejection Notice shall specify the date of rejection, which date shall be not less than seven (7) days from the date the Notice is received by the Lessor (such date, the "Early Rejection Date") (the Early Rejection Date and the Outside Rejection Date, as applicable, are collectively referred to herein as the "Rejection Date"). In the event that the Debtors provide the Lessor with a Rejection Notice, Debtors will surrender the premises to the Lessor prior to the Early Rejection Date by fulfilling the Rejection Requirements. In addition to the foregoing, the Debtors shall use commercially reasonable efforts to provide Lessors with additional information (if available or applicable), including contact information for any security and/or alarm company, utility account information and the date on which utility service may be terminated, HVAC, energy management/lighting system information, and fire protection system information; provided, however, that, for the avoidance of doubt, neither receipt of any or all such additional information nor the additional obligations to

provide such information shall constitute a condition to the rejection or surrender of any Lease.

14. The Debtors shall post the results of the Auctions at www.kccllc.net/circuitcity no later than 12:00 noon (ET) on the business day immediately following the conclusion of each Auction.

15. Upon the failure to consummate a Sale of a Lease or Leases because of a breach or failure on the part of the Successful Bidder with respect to such Lease or Leases, the Debtors are authorized to and shall retain the Successful Bidder's Good Faith Deposit as liquidated damages, and, unless a Lessor objects to the Sale on any grounds, the Alternative Bidder, if any, with respect to such Lease or Leases shall be deemed the Successful Bidder and shall consummate the Sale of the Lease without further order of the Court. If a Lessor objects to the Sale of a Lease on any grounds, the Court will fix a subsequent date for a hearing on the Alternate Bid submitted by the Alternate Bidder.

16. The Debtors are authorized to enter into lease assignment or termination agreements with Lessors who are the Successful Bidders on their own Leases. Ap-

proval of the lease termination or assignment agreements shall be considered at the applicable Sale Hearing or on such other date agreed upon by the parties.

17. Unless otherwise provided for by the Debtors, any personal property remaining at a Closing Location as of the date that the assignment, termination or rejection of the respective Lease is effective shall be deemed abandoned to the Lessor, if the Lease is rejected or terminated, or (if agreed to by the Debtors and the assignee) to the assignee, if the Lease is assumed and assigned. The Lessor or the assignee may retain or dispose of such property without liability or claim by any third party.

18. Other than oral objections authorized by this Order or the Bidding Procedures, any and all objections as contemplated by the Bidding Procedures and this Order must (a) be in writing, (b) state, with specificity, the legal and factual basis therefor, (c) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Eastern District of Virginia, and the Order Pursuant to Bankruptcy Code Sections 102 and 105, Bankruptcy Rules 2002 and 9007, and Local Bank-

ruptcy Rules 2002-1 and 9013-1 Establishing Certain Notice, Case Management, and Administrative Procedures (Docket No. 0130) (the "Case Management Order"), (d) be filed with Bankruptcy Court and (e) be served in accordance with the Case Management Order so as to be **received** on or before 5:00 p.m. (ET) on the business day immediately preceding the applicable Sale Hearing.

19. The failure of any objecting person or entity to timely file and serve its objection by the appropriate objection deadline or object orally at the applicable Sale Hearing shall be a bar to the assertion of any objection to the Motion, the Sale or the Debtors' transfer of the Leases free and clear of all Interests, the conduct of the Auction, or the selection of a Successful Bidder.

20. Unless otherwise ordered by the court or agreed to in writing by the Debtors, by no later than 5:00 p.m. (Pacific time) on April 30, 2009, all Lessors for Leases rejected under or pursuant to the authority granted by this Order must file a proof of claim in accordance with the Bar Date Order and Bar Date Notice, copies of which are attached hereto as Exhibit 5, only

to the extent such order and notice are not inconsistent with this paragraph. To the extent there is a discrepancy between the Bar Date Order or the Bar Date Notice and this paragraph, this paragraph shall govern.

21. Any issues related to a subtenant's rights shall be reserved for the applicable Sale Hearing.

22. This order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution of this Order.

23. The requirement under Local Bankruptcy Rule 9013-1(G) to file a memorandum of law in connection with the Motion is hereby waived.

24. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

Dated: Richmond, Virginia
February __, 2009

UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

Gregg M. Galardi, Esq.
Ian S. Fredericks, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP
One Rodney Square
PO Box 636
Wilmington, Delaware 19899-0636
(302) 651-3000

- and -

Chris L. Dickerson, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP
333 West Wacker Drive
Chicago, Illinois 60606
(312) 407-0700

- and -

/s/ Douglas M. Foley
Dion W. Hayes (VSB No. 34304)
Douglas M. Foley (VSB No. 34364)
MCGUIREWOODS LLP
One James Center
901 E. Cary Street
Richmond, Virginia 23219
(804) 775-1000

Counsel to the Debtors and
Debtors in Possession

CERTIFICATION OF ENDORSEMENT UNDER LOCAL RULE 9022-1(C)

Pursuant to Local Bankruptcy Rule 9022-1(C), I hereby certify that the foregoing order has been endorsed by or served upon all necessary parties.

/s/ Douglas M. Foley
Douglas M. Foley

EXHIBIT 1

(Bidding Procedures)

**CIRCUIT CITY STORES, INC.
LEASE SALE BIDDING PROCEDURES**

Set forth below are the bidding procedures (the "Bidding Procedures") to be employed with respect to the proposed sale (the "Sale") of the interest held by Circuit City Stores, Inc. ("Circuit City") or certain of its affiliates, including certain affiliated chapter 11 debtors and debtors in possession (together with Circuit City, the "Debtors") in certain unexpired nonresidential real property leases (the "Leases").

On February 3, 2009, the Debtors filed their Motion For Orders Under Bankruptcy Code Sections 105, 363, And 365 (I) Approving Bidding And Auction Procedures For Sale Of Unexpired Nonresidential Real Property Leases, (II) Setting Sale Hearing Dates, And (III) Authorizing And Approving (A) Sale Of Certain Nonresidential Real Property Leases Free And Clear Of All Interests, (B) Assumption And Assignment Of Certain Unexpired Nonresidential Real Property Leases, And (C) Lease Rejection Procedures (the "Sale Motion"). On February __ 2009, the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court") entered an Order Under Bankruptcy Code Sections 105, 363, And 365 (I) Approving Bidding And Auction Procedures For Sale Of Unexpired Nonresidential Real Property Leases, (II) Setting Sale Hearing Dates And (III) Authorizing And Approving (A) Sale Of Certain Unexpired Nonresidential Real Property Leases Free And Clear Of All Interests, (B) Assumption And Assignment Of Certain Unexpired Nonresidential Real Property Leases And (C) Lease Rejection Procedures (the "Bidding And Rejection Procedures Order"). The Bidding and Rejection Procedures Order set (i) hearing dates for March 3, 2009 and March 13, 2009 or (ii) in each case, such later dates as may be determined by the Bankruptcy Court as the date when the Bankruptcy Court will conduct hearings (each, a "Sale Hearing") to authorize the Debtors to sell, assume, and assign their interests in the Leases.

The Bidding Procedures set forth herein describe, among other things, the assets available for sale, the manner in which bids become Qualified Bids (as defined herein), the receipt and negotiation of bids received, the conduct of any subsequent Auctions (as defined herein), the ultimate selection of the Successful Bidder(s) (as defined herein), and the Bankruptcy Court's approval thereof. In the event that the Debtors and any party disagree as to the interpretation or application of these Bidding Procedures, the Bankruptcy Court will have jurisdiction to hear and resolve such dispute.

Assets To Be Sold

The assets proposed to be sold include the Debtors' interest in the Leases identified in the schedule of Leases attached as Exhibit 2 (the "March Leases") to the Bidding and Rejection Procedures Order.

"As Is, Where Is"

Any sale, assignment, or other disposition of each of the Leases will be on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Debtors, their agents, or their estates.

Free Of Any And All Interests

The Debtors shall request language in any order entered at a Sale Hearing providing that all of the Debtors' rights, title and interest in and to the Leases shall be assigned and sold pursuant to sections 365(f) and 363(f) of title 11 of the United States Code (the "Bankruptcy Code") free and clear of all interests, including, without limitation, liens, claims, encumbrances, mortgages, and security interests, which shall attach to the net proceeds received by the Debtors as a result of the Sale with the same force and effect that they now have, subject to the Debtors claims and defenses and further order of the Bankruptcy Court.

Due Diligence

Each Qualified Bidder (as defined herein) shall be deemed to acknowledge: (a) that it had an opportunity to inspect and examine the leased premises and to review the Lease(s) and all other pertinent documents with respect to the Lease(s) prior to making its offer and that each such Qualified Bidder relied solely on that review and upon its own investigation and inspection of the leased premises in making its offer, (b) that Qualified Bidder is not relying upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise of the Debtors, their agents or representatives; and (c) that the occupancy of the premises set forth in the Leases may not be available until the completion of any going out of business sale or other sale at the premises.

Bid Deadline

A bidder (the "Bidder" and collectively, the "Bidders") who desires to make a bid must deliver the Required Bid Documents (as defined herein) to:

- (a) Counsel for Debtors,
 - (i) Skadden, Arps, Slate, Meagher & Flom, LLP One Rodney Square, Wilmington, Delaware 19889, Attn.: Gregg Galardi, Esq., Fax: (888) 329-3792 (gregg.galardi@skadden.com); and Chris L. Dickerson, Esq. (chris.dickerson@skadden.com), Fax: (312) 407-8680, with copies to: Ian S. Fredericks, Esq., Fax: (888) 329-9475 (ian.fredericks@skadden.com) and T. Kellan Grant, Esq., Fax: 312.827.9417 (t.kellan.grant@skadden.com); and
 - (ii) McGuireWoods LLP, One James Center, 901 East Cary Street, 40 Richmond, Virginia 23219, Attn.: Douglas M. Foley, Esq., Fax: (757) 640-3957 (dfoley@mcguirewoods.com);
- (b) Circuit City Stores, Inc., 9950 Mayland Drive, Richmond, Virginia 23233, Attn.: Director of Real Estate, Fax: (804) 527-4866;
- (c) Counsel to the Official Committee of Unsecured Creditors (the "Committee"), Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Boulevard, 11th Floor, Los Angeles, California 90067-4100, Attn.: Jeffrey N. Pomerantz, Esq., Fax: (310) 201-0760 (jpomerantz@pszjlaw.com);
- (d) Counsel for the Debtors post-petition lender (the "DIP Lender"),
 - (i) Riemer & Braunstein LLP, Three Center Plaza, Boston, Massachusetts 02108, Attn.: David S. Berman, Esq., Fax: (617) 880-3456 (dberman@riemerlaw.com), and
 - (ii) LeClair Ryan, Riverfront Plaza, East Tower, 951 East Byrd Street, Eighth Floor, Richmond, Virginia 23219, Attn.: Bruce Matson, Esq., Fax: (804) 783-7269 (bruce.matson@leclairryan.com);
- (e) The Office of the United States Trustee, 701 East Broad Street, Suite 4304, Richmond, VA 23219-1888,

Attn.: Robert B. Van Arsdale, Esq., Fax. (804) 771-2330 (Robert.B.Van.Arsdale@usdoj.gov); and

- (f) DJM Realty Services, LLC, 445 Broadhollow Road, Suite 225, Melville, New York 11747, Attn: James Avallone, Fax: (631) 752-1231 (javallone@djmrealty.com).

Bids on the March Leases must be sent to the above parties so as to be received not later than **4:00 p.m. (ET) on March 5, 2009** (the "March Bid Deadline"); provided, however, that in the event the Debtors receive a notice that the liquidation agent will be vacating one or more leases (collectively, the "February Leases") on or before February 28, 2009, within one (1) day of receipt of such notice, the Debtors will file a notice identifying the February Leases. The Bid Deadline for February Leases will be **4:00 p.m. (ET) on February 24, 2009** (the "February Bid Deadline" and, together with the March Bid Deadline, the "Bid Deadlines"). The Debtors may extend the Bid Deadlines once or successively, but are not obligated to do so.

Bid Requirements

All bids must include the following documents (the "Required Bid Documents"):

- (a) A written offer on Bidder's corporate letterhead (or, if on behalf of Bidder by Bidder's legal counsel, then on Bidder's legal counsel's letterhead) for the purchase of one or more of the Leases that must include: (i) the full name and identity of the proposed assignee of each individual Lease, (ii) the amount being offered for each individual Lease (if more than one Lease) in the form of an allocation schedule, (iii) the intended use of each premises covered by a Lease in Bidder's offer, (iv) adequate assurance of future performance information, including, but not limited to: (a) federal tax returns for two years, a current audited financial statement and/or bank account statements, (b) a description of intended use, and (c) any other information that the Debtors may reasonably request ("Adequate Assurance Information"), and (v) express authorization to provide the Adequate Assurance Information to the applicable lessor(s) (each, a "Lessor") on a confidential basis. Such written offer must also expressly state that if Bidder is the successful Bidder, it is ready, willing, and able to execute an individual Agreement of Assumption and Assignment of Lease(s).

- (b) In the case of a real estate broker bidding on a Lease(s) as agent for a Bidder, the broker must submit the Required Bid Documents together with a letter of authorization on Bidder's corporate letterhead, executed by an authorized officer of the Bidder, stating that (i) Bidder exclusively authorizes broker to submit such offer on behalf of Bidder and that, unless otherwise agreed to in writing by Debtors, any commission or fee of any type due and payable to such broker as a result of an assignment of Lease(s) shall be paid solely by Bidder and Bidder shall indemnify Debtors, their estates, the Committee, and the DIP Lender in this regard, and (ii) Bidder acknowledges that it will comply with these Bid Procedures.
- (c) In the case of a Lessor bidding on a Lease(s) to which such Lessor is a party, a written offer on Lessor's corporate letterhead (or, if on behalf of Lessor by Lessor's legal counsel, then on Lessor's legal counsel's letterhead) for the purchase of one or more of the Leases that must include the gross amount offered for each individual Lease (if more than one Lease) including a breakdown identifying that portion which is payable in cash to the Debtors and that portion, if any, which is "credit bid". In the event a Lessor submits an offer that contemplates a credit bid, such Lessor may credit bid the Final Cure Amount (as defined in the Bidding and Rejection Procedures Order) and/or any rejection damages claim; provided, that the Debtors shall have the right to contest any rejection damages claim on any grounds at the Auction and, in the Debtors' discretion, ascribe no value to any rejection damages claim and limit the amount of the credit bid to the Final Cure Amount; provided, further, Such written offer must expressly state that if the Lessor is the successful Bidder, it is ready, willing, and able to execute a reasonable short form of lease termination or assignment agreement(s), and the extent to which, if any, it agrees to waive and release any and all claims it may have against the Debtors, including claims pursuant to section 502(b)(6) of the Bankruptcy Code and the Final Cure Amount. Notwithstanding anything to the contrary herein, should the Debtors contest any portion of or ascribe no value to the rejection damages claims, such acts shall not affect whether the status of a bid as a Qualified Bid.

- (d) A good faith deposit equal to the greater of 15% of the bid amount or \$10,000 (the "Good Faith Deposit") in the form of a certified bank check from a U.S. bank or by wire transfer (or other form acceptable to the Debtors in their sole discretion) payable to the order of Circuit City Stores, Inc. (or such other party as the Debtors may determine); provided, however, that a Lessor bidding on its own Lease is exempt from this requirement.

All written offers must expressly state that the Bidder's offer is (and all offers will be considered to be) irrevocable until the earlier to occur of (i) the Closing (as defined herein) or (ii) forty-five (45) days following the applicable Auction (unless such bid is sooner expressly rejected in writing by the Debtors).

Qualified Bids

A bid will be considered only if the bid:

- (a) is not conditioned on obtaining financing or on the outcome of unperformed due diligence by the bidder;
- (b) includes a commitment to consummate the purchase of the Lease or Leases on or within two business days following the later of (i) the applicable Sale Hearing or (ii) the Sale Termination Date (as defined in the Sale Motion) with respect to such Lease;
- (c) is received by the February Bid Deadline, for February Leases, or the March Bid Deadline, for March Leases;
- (d) is an offer to purchase one or more of the Leases for cash only, except that a Lessor can "credit bid" in accordance herewith; and
- (e) whether submitted by a general bidder, a broker, a Lessor, a subtenant, a Lessor bidding on its own lease, or any and all other bidders, includes a bid equal to or greater than an amount not less than the total Cure Amount ultimately determined by a final order of the Bankruptcy Court or agreement among the Debtors, such bidder, and the applicable Lessor (the "Final Cure Amount"). For

the avoidance of doubt, the bid should need include an amount as the final amount will not be known at such time. Rather, such bidder should include a statement similar to the following:¹ "In addition to any other consideration contemplated by this bid, this bid includes [payment or waiver] of and [bidder] expressly agrees to [pay or waive] the Final Cure Amount (as defined in the "Circuit City Stores, Inc. Lease Sale Bidding Procedures", as approved by the Bankruptcy Court."

In addition, to be a Qualified Bid, each Bidder must be prepared to demonstrate to the Debtors (i) its ability to consummate the purchase of the Lease(s), (ii) adequate assurance of future performance under the Lease(s) and (iii) its ability to otherwise fulfill its obligations under the Lease(s).

A bid will constitute a Qualified Bid only if it includes all of the Required Bid Documents and meets all of the above requirements (a "Qualified Bid,"); provided, however, the Debtors will have the right, in their sole discretion, to entertain bids for a Lease that do not conform to one or more of the requirements specified herein, including defensive bidding by Lessors, and may deem such bids to be Qualified Bids. A bidder from whom the Debtors receive a Qualified Bid will be designated a "Qualified Bidder".

The February Lease(s) and other pertinent documents will be available for inspection prior to the February Bid Deadline and the March Lease(s) and other pertinent documents will be available for inspection prior to the March Bid Deadline, in each case during regular business hours or pursuant to arrangements made with counsel to the Debtors prior to the applicable Bid Deadline for copies to be delivered to Bidder for inspection.

Auctions

If the Debtors receive more than one Qualified Bid for a February Lease or Leases, the Debtors will conduct an auction

¹ "Pay" or any variation thereof should be used for all bidders other than a Lessor bidding on its own Lease. "Waive" or any variation thereof should be used for any Lessor bidding on its own Leases.

(the "February Lease Auction") for those February Leases² at 10:00 a.m. (ET) on February 26, 2009 at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, 4 Times Square, New York, New York 10036 or such later time or other place as the Debtors may notify all Qualified Bidders who have submitted Qualified Bids.

If the Debtors receive more than one Qualified Bid for a March Lease or Leases, the Debtors will conduct an auction for the Leases covered by such bid(s) on March 10, 2009 (the "March Lease Auction" and, together with the February Lease Auction, the "Auctions") for those March Leases at 10:00 a.m. (ET) on such dates at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, 4 Times Square, New York, New York 10036 or such later time or other place as the Debtors may notify all Qualified Bidders who have submitted Qualified Bids.

Each Auction will be conducted in accordance with the following procedures:

Only the Debtors, members of the statutory committee of unsecured creditors (the "Creditors' Committee"), the lenders under the Debtors' post-petition financing agreement (the "DIP Lenders"), those Lessors whose Leases are subject to the Auction (and their legal and financial advisers) and any Qualified Bidders who have timely submitted Qualified Bids for Leases which are subject to the Auction ("Auction Participants") will be entitled to attend the Auction. Any Auction Participant may request to attend the Auction telephonically, provided, however, that the decision to honor such a request will be at the sole discretion of the Debtors. Only Qualified Bidders will be entitled to make any subsequent Qualified Bids at the Auction.

Immediately prior to the commencement of the Auction, with respect to the Qualified Bid or combination of Qualified Bids which the Debtors determine to be the highest or otherwise best offer for a Lease or Leases subject to that Auction, the Debtors will provide information as to the identity of such Qualified Bidder(s) and the purchase price associated with such Qualified Bid(s) to all Qualified Bidders for that Lease who have informed the Debtors of their intent to participate in the Auction. Notwithstanding such determination, the Debtors reserve the right, in their sole discretion, to determine which bid, or subsequent bid, is the Successful Bid (as defined herein), following the

² The Debtors reserve the right, in their sole discretion, to conduct a private sale for any Lease(s) or withdraw any Lease(s) from the auction process.

conclusion of the Auction based upon a number of factors and other considerations.

In the event the Debtors receive only a single Qualified Bid for a particular Lease(s), such Lease(s) may (in the Debtors' sole discretion) not be subject to bidding at the Auctions, and the Debtors may seek to assume and assign such Lease(s) at the Sale Hearing following the applicable Auction, if such Qualified Bid is otherwise acceptable to the Debtors. In the event the Debtors receive multiple Qualified Bids for a particular Lease, such Lease, unless previously sold, otherwise disposed of or withdrawn, will be offered for sale at the applicable Auction, either in bulk or separately.

A minimum Qualified Bid amount for each Lease may be announced and/or posted prior to the Auction. Such minimum Qualified Bid amounts may be established based upon a variety of factors, including: the highest bids received with respect to a Lease(s) prior to the Auction and estimated assignment transaction costs so as to make an assignment of a Lease(s) economically viable. All bidding shall be in increments determined by the Debtors and their advisors.

All Qualified Bidders who have timely submitted Qualified Bids will be entitled to be present for all subsequent bids with the understanding that the true identity of each bidder and the purchase price of each subsequent bid will be fully disclosed to all other bidders throughout the entire Auction and put on the record.

The Debtors may employ and announce at each Auction additional procedural rules that are reasonable under the circumstances for conducting the Auction (e.g., the amount of time allotted to make subsequent bids), provided that such rules are not inconsistent with these Bidding Procedures, the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the local rules issued by the United States Bankruptcy Court for the Eastern District of Virginia (the "Local Bankruptcy Rules") or any order of the Bankruptcy Court entered in connection herewith.

The Debtors intend to sell their interest to the Bidder making the highest or otherwise best Qualified Bid at the applicable Auction for each Lease. Formal acceptance of a bid will not occur unless and until the Court enters an order approving and authorizing the Debtors to consummate the assumption and assignment and Sale of the Lease(s) to such Bidder or its designated assignee.

The Debtors may, in their sole discretion, but are not required to consider any "defensive" bidding by a Lessor bidding after the applicable Bid Deadline to assume, assign and sell or terminate its own Lease.

ALL SALES SHALL BE SUBJECT TO APPROVAL OF THE DEBTORS' DIP LENDERS AND THE BANKRUPTCY COURT.

Selection Of Successful Bid

At the conclusion of the foregoing steps in the Auctions, or as soon thereafter as practicable, the Debtors, in their sole discretion after consultation with their advisors, the DIP Lenders' advisors and the Creditors' Committee's advisors, will announce for each Lease which bid is the highest or otherwise best bid (the "Successful Bid(s)" and the bidder(s) making such bid, the "Successful Bidder(s)") and which bid is the second highest or otherwise best bid, if any (the "Alternate Bid(s)," and such bidder(s), the "Alternate Bidder(s)"). The Successful Bidder shall supplement its Good Faith Deposit within one business day so that, to the extent necessary, such Good Faith Deposit equals twenty percent (20%) of the Successful Bid.

The Debtors reserve the right (i) to determine which Qualified Bid, if any, for any or all of the Leases is the highest or otherwise best bid and (ii) to reject, at any time prior to entry of an order of the Bankruptcy Court approving the bid, any bid which the Debtors, in their sole discretion, deem to be (x) inadequate or insufficient, (y) not in conformity with the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules or these Bidding Procedures, or (z) contrary to the best interests of the Debtors, their estates and creditors. The Debtors will have no obligation to accept or submit for Court approval any offer presented at the Auctions except such written offers as may have been accepted by the Debtors.

The Debtors will sell the Lease(s) to the Successful Bidder(s) upon the approval of such Successful Bid(s) by the Bankruptcy Court at the applicable Sale Hearing. The Debtors presentation of a particular Successful Bid to the Court for approval does not constitute the Debtors' acceptance of the bid. The Debtors will be deemed to have accepted a bid only when the bid has been approved by the Bankruptcy Court at a Sale Hearing.

The Sale Hearings

The Sale Hearings will be held before the Honorable Kevin R. Huennekens on March 3, 2009 and March 13, 2009, in each case at 10:00 a.m. (ET) in the United States Bankruptcy Court for the Eastern District of Virginia, 701 East Broad Street, Room 5000, Richmond, VA 23219, but may be adjourned or rescheduled in the Debtors' sole discretion, subject to Bankruptcy Court approval, as necessary, without further notice by an announcement of the adjourned date at the Sale Hearing.

If the Debtors do not receive any Qualified Bids for a February Lease or Leases by the February Bid Deadline, the Debtors will proceed with the rejection of such February Leases as set forth in the Sale Motion and the Bidding and Rejection Procedures Order and report the same to the Bankruptcy Court at the Sale Hearing on March 3, 2009. If the Debtors do not receive any Qualified Bids for a March Lease or Leases by the March Bid Deadline, the Debtors will proceed with the rejection of such March Leases as set forth in the Sale Motion and the Bidding and Rejection Procedures Order and will report the same to the Bankruptcy Court at the Sale Hearing on March 13, 2009.

If the Debtors receive one or more than one Qualified Bid for a February Lease(s), then, at the Sale Hearing on March 3, 2009, the Debtors will seek approval of the Successful Bid for that Lease(s). In the event the Debtors elect to proceed with a Sale to an Alternate Bidder, the Debtors will seek approval of the Successful Bid for that Lease(s) on March 3, 2009, unless a Lessor objects to a hearing on such date. If a Lessor so objects, the Court will fix a subsequent date for a hearing on such Alternate Bid.

If the Debtors receive one or more than one Qualified Bid for a March Lease(s), then, at the Sale Hearing on March 13, 2009, the Debtors will seek approval of the Successful Bid for that Lease(s). In the event the Debtors elect to proceed with a Sale to an Alternate Bidder, the Debtors will seek approval of the Successful Bid for that Lease(s) on March 13, 2009, unless a Lessor objects to a hearing on such date. If a Lessor so objects, the Court will fix a subsequent date for a hearing on such Alternate Bid.

The Closing

Except as otherwise provided in a written offer that has been accepted by the Debtors, upon approval of the Sale, assumption, and assignment of the Lease to the Successful Bidder by

the Bankruptcy Court at a Sale Hearing, the closing (the "Closing") of the Sale of a Lease shall take place on or within two business days following the later of (i) the applicable Sale Hearing or (ii) the Sale Termination Date with respect to such Lease. With respect to the Closing, time of performance by the Successful Bidder is of the essence.

Following approval of the Sale to the Successful Bidder(s), if the Successful Bidder(s) fail(s) to consummate the Sale because of: (i) failure of a condition precedent beyond the control of either the Debtors or the Successful Bidder or (ii) a breach or failure to perform on the part of such Successful Bidder(s), then the Debtors shall retain the Good Faith Deposit as liquidated damages and the Alternate Bid(s) will be deemed to be the Successful Bid(s) and the Debtors will be authorized, but not directed, to effectuate a Sale to the Alternate Bidder(s) subject to the terms of the Alternate Bid(s) of such Alternate Bidder(s) without further order of the Bankruptcy Court.

The balance of the purchase price shall be paid by the Successful Bidder by wire transfer or an endorsed bank or certified check at the Closing.

Return Of Good Faith Deposits

The Good Faith Deposits of all Qualified Bidders (except for the Successful Bidder) for Leases will be held in an escrow account and all Qualified Bids will remain open (notwithstanding Bankruptcy Court approval of a Sale pursuant to the terms of one or more Successful Bids by one or more Qualified Bidders), until the earlier of (i) two business days following the Closing of the Sale and (ii) forty-five (45) days following the applicable Sale Hearing (the "Return Date"). Notwithstanding the foregoing, the Good Faith Deposit, if any, submitted by the Successful Bidder(s), will be applied against the payment of the purchase price upon Closing of the Sale to the Successful Bidder(s). If a Successful Bidder breaches its obligations under the Bidding And Rejection Procedures Order or any agreement entered into with respect to its Successful Bid or fails to consummate an approved Sale because of a breach or failure to perform on the part of such Successful Bidder, the Debtors will not have any obligation to return the Good Faith Deposit, and such Good Faith Deposit will irrevocably become property of the Debtors. On the Return Date, the Debtors will return the Good Faith Deposits of all other Qualified Bidders for Leases, together with the accrued interest thereon.

Reservations Of Rights

The Debtors (in their sole discretion): (i) may determine which Qualified Bid, if any, is the highest or otherwise best bid; (ii) may reject at any time any bid that is: (a) inadequate or insufficient, (b) not in conformity with the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules or these Bidding Procedures, or (c) contrary to the best interests of the Debtors, their estates and creditors as determined by the Debtors in their sole discretion; and (iii) allow one or more, but not all, Lessor's to bid "defensively" on its own Lease at an Auction.

Miscellaneous Terms of Sale

Unless otherwise indicated by the Debtors at the Auction, Sales of the Leases shall not include personal property, inventory, fixtures, trade fixtures, or other furnishings or equipment located in the premises whether or not owned by the Debtors. The Debtors reserve the right either to sell such personal property to the Successful Bidder or to any other party, to abandon any or all of the personal property located at each of the locations pursuant to the Sale Motion, or to make such other arrangements as may be appropriate.

All sales, transfer and recording taxes, stamp taxes or similar taxes, if any, relating to the assignment of the Leases or the sale of personal property of the Debtors in connection therewith shall be the sole responsibility of the Successful Bidder and shall be paid to the Debtors at the Closing of each transaction.

The Debtors, at or before each Auction, may impose or modify the terms and conditions herein as they determine to be in the best interests of the Debtors, their estates, creditors and other parties in interest. The Debtors may revise the procedures herein without Court approval to enable Qualified Bidders to submit Qualified Bids for smaller subsets of Leases of a greater package submitted by such Qualified Bidders, provided no new Leases are included in such package.

EXHIBIT 2

(March Leases)

Exhibit 2
March Leases

Store #	Location Name	Landlord Name
230	Almaden Plaza Superstore	Almaden Plaza Shopping Center, Inc.
232	San Mateo Superstore	Concar Enterprises, Inc.
233	Sunnyvale Superstore	EEL McKee LLC
234	Hayward Superstore	Hayward 880, LLC
237	Santa Rosa Superstore	Santa Rosa Town Center LLC
239	Modesto Superstore	Macerich Vintage Faire, LP
240	Emeryville Superstore	Regency Centers, LP
241	Stockton Superstore	Weberstown Mall LLC
242	Van Ness Superstore	Van Ness Post Center LLC
250	Elk Grove Superstore	Pappas Gateway LP
251	Citrus Heights Superstore	Greenback Associates
252	Arden Way Superstore	ARHO LP
253	Daly City Superstore	Daly City Partners I LP
255	Bethlehem Distribution Center	CC - Investors 1995-6
270	Las Vegas Superstore	Boulevard Associates
271	Firecreek Crossing Superstore	Firecreek Crossing Of Reno LLC
272	Las Vegas II Superstore	Becker Trust, LLC
401	Hollywood Superstore	CIM/Birch St., Inc.
403	Santa Monica Superstore	1251 Fourth Street Investors, LLC
404	Torrance Superstore	Crown CC 1, LLC
405	Buena Park Superstore	Coventry II DDR Buena Park Place LP
406	Pasadena Superstore	KnP Investments
407	Orange Superstore	Schiffman, Todd I.
408	Lakewood Superstore	Macerich Lakewood, LLC
409	San Bernardino Superstore	Rancon Realty Fund Iv Subsidiary LLC
410	Northridge Superstore	U.K. - American Properties, Inc.
411	Palmdale Superstore	Amargosa Palmdale Investments, LLC
414	Laguna Hills Superstore	Krupp Equity LP
416	Huntington Beach Superstore	Bella Terra Associates LLC
417	Montclair Superstore	Montclair Plaza LLC
419	Woodland Hills Superstore	Pacific/Youngman-Woodland Hills
420	West Covina Superstore	Eastland Shopping Center, LLC
421	Van Nuys Superstore	13630 Victory Boulevard LLC
423	Fresno Superstore	Hallaian Brothers
424	Bakersfield Superstore	Excel Realty Partners, LP
425	Montebello Plaza Superstore	Excel Realty Partners, LP
427	Norwalk Superstore	W&D - Imperial No. 1/Norwalk
428	La Cienega Superstore	La Cienega-Sawyer, Ltd.
429	Ventura Superstore	Centro Watt Property Owner I, LLC
432	National City Superstore	Sweetwater Associates LP
433	La Mesa Superstore	Nevada Investment Holdings, Inc.
434	Point Loma Superstore	Ct Retail Properties Finance V LLC
443	Clairemont Superstore	Clairemont Square
446	Palos Verdes Superstore	Torrance Towne Center Associates, LLC
450	Victorville Superstore	Bear Valley Road Partners LLC & Mlantz LLC
505	Fairview Heights Superstore	OLP CC Fairview Heights, LLC
506	St. Peters Superstore	National Retail Properties, LP
508	Irving Superstore	Simon Property Group (Texas), LP

Exhibit 2
March Leases

Store #	Location Name	Landlord Name
509	Valley View Superstore	WXIII/PWM Real Estate LP
516	Highland Superstore	KB Columbus I-CC
518	Pembroke Pines Superstore	The Prudential Insurance Company Of America
519	Atlantic City Superstore	BFW/Pike Associates, LLC
522	Two Notch Superstore	GRI-EQY (Sparkleberry Square) LLC
530	St. Louis (South County) Superstore	OLP CC St.Louis LLC
532	Chesterfield Commons Superstore	THF Chesterfield Two Development, LLC
533	St. Louis Mills Mall Superstore	St Louis Mills, LP
535	Gravois Bluff Superstore	Gravois Bluffs III, LLC
542	Willowbrook Superstore	Abrams Willowbrook Three LP
543	Plano Superstore	Parker Central Plaza, Ltd.
544	South Arlington Superstore	Parks At Arlington LP
545	Hulen Superstore	WRI Overton Plaza, LP
546	Mesquite Superstore	Cole CC Mesquite TX, LLC
567	Ctr.	Ardmore Development Authority
569	Cedar Hill Superstore	Inland Western Cedar Hill Pleasant Run LP
570	Savannah Superstore	Abercorn Common, LLP
571	Brandon Superstore	Bard, Ervin & Suzanne Bard
576	Reading Superstore	Berkshire West
589	Hickory Superstore	Valley Corners Shopping Center LLC
593	Chesapeake Superstore	Inland American Chesapeake Crossroads LLC
597	Great Hills Superstore	SPG Arbor Walk, LP
598	Sunset Valley Superstore	Ritz Motel Company
700	Cottman Superstore	CC Philadelphia 98, LLC
704	Waldorf Superstore	Madison Waldorf LLC
711	King Of Prussia Superstore	Swedesford Shopping Center Acquisition, LLC
725	State Road Superstore	Blank Aschkenasy Properties, LLC
734	Cherry Hill Superstore	East Gate Center V, Tenants In Common
743	Willow Grove Mini-Superstore	Parkside Realty Associates, LP
759	Barboursville Mini-Superstore	Huntington Mall Company
762	Charleston Mini-Superstore	THF ONC Development LLC
766	Daytona Superstore	International Speedway Square, Ltd
784	Wheaton Superstore	Wheaton Plaza Regional Shopping Center
785	Annapolis Superstore	William P. Beatson, Jr. & Jerome B. Trout, Jr.
800	Augusta Superstore	Kir Augusta I 044, LLC
802	Springfield Superstore	DDR Southeast Loisdale, LLC
805	Chesterfield Superstore	Sea Properties I, LLC
814	Potomac Mills Superstore	Potomac Festival II
815	Knoxville Superstore	DDRTC T&C LLC
817	Virginia Beach	CC-Virginia Beach, LLC
820	Greensboro Superstore	DDR-SAU Wendover Phase II, LLC
823	Spartanburg Superstore	Westgate Village, LLC
824	Largo Superstore	Capital Centre, LLC
827	Hoover Superstore	Aig Baker Hoover, LLC
828	Tampa Superstore	DDRTC Walks At Highwood Preserve I LLC
830	Winston-Salem Superstore	Drexel Delaware Trust
831	Gastonia Superstore	National Retail Properties, Inc.
832	Pensacola Superstore	HK New Plan EPR Property Holdings LLC.

Exhibit 2
March Leases

Store #	Location Name	Landlord Name
835	Roanoke Superstore	Valley View S.C., LLC
836	Glen Burnie Superstore	Saul Holdings, LP
837	Orlando South Superstore	DDRM Skyview Plaza LLC
838	Orlando Central Superstore	Weingarten Nostat, Inc.
839	Orlando North Superstore	Altamonte Springs Real Estate Associates, LLC
840	Raleigh Superstore	Glenmoor LP
845	Independence Superstore	DDRTC Sycamore Commons LLC
846	Gaithersburg Superstore	Federal Realty Investment Trust
848	North Ft. Lauderdale Superstore	19Th Street Investors, Inc.
849	Dadeland Superstore	Kendall-77, Ltd.
850	Durham Superstore	Durham Westgate Plaza Investors, LLC.
851	Chattanooga Superstore	Bond-Circuit VIII Delaware Business Trust
852	Fayetteville Superstore	Fayetteville Developers LLC
854	Baltimore 40 West Superstore	Estate Of Joseph Y. Einbinder
855	Huntsville Superstore	NP Huntsville Limited Liab Co
856	Mobile Superstore	3725 Airport Boulevard, LP
857	Dale Mabry Superstore	VNO Tru Dale Mabry, LLC
859	Aventura Superstore	Promventure LP
861	Hialeah Superstore	Palm Springs Mile Associates, Ltd.
862	West Palm Beach Super Superstore	Bond-Circuit IV Delaware Business Trust
863	Coral Springs Superstore	Kite Coral Springs, LLC
865	Greenville Superstore	Crosspointe 08 A LLC
866	Rockville Superstore	Congressional North Associates LP
867	Lakeland Superstore	RLV Village Plaza LP
868	Charleston Superstore	Kimco Realty Corporation
871	The Commons Superstore	New Plan Of Memphis Commons, LLC
876	St. Petersburg Superstore	Northwoods LP
877	St. Matthews Superstore	Shelbyville Road Plaza LLC
878	Florence Superstore	OLP CC Florence LLC
888	South Boulevard Superstore	Dim Vastgoed, N.V.
890	Baileys Crossroads Superstore	RREEF America Reit II Corporation Mm
891	Clearwater Superstore	CHK, LLC
892	Jacksonville Superstore	Mibarev Development I LLC
896	Columbia Mini-Superstore	DDRTC Columbiana Station I LLC
897	Bradenton Superstore	DDR Southeast Cortez, LLC
910	Tri-County Superstore	Jubilee-Springdale, LLC
913	Port Richey Superstore	Kir Piers 716 LLC
921	Asheville Superstore	DDR MDT Asheville River Hills
922	Ft. Myers Superstore	Jaffe Of Weston II Inc.
949	Allentown Superstore	Dowel-Allentown, LLC
1600	Harrisonburg Superstore	THF Harrisonburg Crossings, LLC
1601	Fredericksburg Superstore	Central Park 1226, LLC
1602	Tyler Micro-Superstore	M & M Berman Enterprises
1607	Jacksonville Mini-Superstore	CC Investors 1995-1
1608	Wilmington Mini-Superstore	CC - Investors 1996-3
1609	Winchester Superstore	LLC
1614	Redding Mini-Superstore	BPP-Redding LLC
1616	Anderson Mini-Superstore	Bond-Circuit II Delaware Business Trust

Exhibit 2
March Leases

Store #	Location Name	Landlord Name
1618	Monterey Mini-Superstore	Bond-Circuit XI Delaware Business Trust
1645	Salisbury Micro-Superstore	Centro Heritage Innes Street LLC
1681	Albany Mini-Superstore	Sherwood Properties, LLC
1683	Altoona Micro-Superstore	Sierra North Associates LP
1687	Houma Superstore	Inland Western Houma Magnolia, LLC
1693	State College Superstore	Colonnade, LLC
1695	Victor Mini-Superstore	MSF Eastgate-I, LLC
3100	West Broad "The City" Superstore	Circuit Investors #3, LP
3103	Oxford Valley Superstore	LInc.0ln Plaza Associates, LP
3104	Lawrenceville Superstore	Farmingdale-Grocery, LLC
3106	Southpark Superstore	Colonial Heights Holding, LLC
3108	Portland Mini-Superstore	Basile Limited Liability Company
3111	Schaumburg Superstore	Developers Diversified Realty Corporation
3112	Yorktown Superstore	Circuit Investors - Yorktown, LP
3113	Ford City Superstore	Bedford Park Properties, LLC
3120	North Riverside Superstore	Cermak Plaza Associates, LLC
3121	Naperville Superstore	Centro Watt
3125	Bloomington Superstore	Simon Prop. Grp (Il) LP
3126	Orland Hills Superstore	Orland Town Center Shopping Center
3127	Gurnee Mills Superstore	Mall At Gurnee Mills, LLC
3128	Merrillville Superstore	CC Merrillville Trust
3129	Algonquin Superstore	Inland Commercial Property Management, Inc.
3131	Lincoln Park Superstore	Chicago
3133	Burnsville Superstore	Tanurb Burnsville, LP
3134	Rosedale Superstore	TSA Stores, Inc.
3135	Woodbury Mini-Superstore	Tamarack Village Shopping Center, LP
3136	Southdale Superstore	DJD Partners II
3137	Maplewood Superstore	CCI Trust 1994-I; Lloyd Draper - Trustee
3139	Ridgedale Superstore	Priscilla J. Rietz, LLC
3140	St. Cloud Superstore	St. Cloud Associates
3141	Newington Superstore	Daniel G. Kamin, And Howard Kadish, LLC
3142	Buckland Hills Superstore	BPP-Conn LLC
3143	Milford/Orange Superstore	Milford Crossing Investors LLC
3144	North Haven Superstore	Iannucci Development Corporation
3146	East Springfield Superstore	Basser - Kaufman 222, LLC
3147	Binghamton Superstore	Parkway Plaza LLC
3149	Utica Micro-Superstore	Sangertown Square LLC
3150	Carousel Center Superstore	Carousel Center Company, LP
3151	Cheektowaga Superstore	DDR Mdt Union Consumer Square, LLC
3152	Amherst Superstore	Amherst Industries, Inc.
3153	Hamburg Micro-Superstore	C.C. Hamburg NY Partners, LLC
3154	Greece Superstore	Greece Ridge, LLC
3157	Christiana Superstore	Preit Services, LLC
3158	Wilmington/Concord Superstore	Woodland Trustees, Inc.
3159	Holyoke Superstore	Holyoke Crossing LP II
3160	Albany Superstore	Necrossgates Commons Newco, LLC
3164	Salisbury Mini-Superstore	Mayfair - MDCC Business Trust
3166	Bel Air Superstore	Bel Air Square LLC

Exhibit 2
March Leases

Store #	Location Name	Landlord Name
3167	Peoria/Westlake Superstore	Westlake LP
3168	Bloomington Mini-Superstore	Bond C. C. V Delaware Business Trust
3169	Springfield Il Superstore	Magna Trust Company, Trustee
3170	Champaign Superstore	Bond C.C. III Delaware Business Trust
3175	Brookfield Superstore	Continental 64 Fund LLC
3176	Southridge Superstore	Dentici Family LP
3177	Racine Superstore	Southland Center Investors, LLC
3184	Madison West Superstore	CC Madison, LLC
3185	Madison East Superstore	Cardinal Court, LLC
3186	South Bend Superstore	St Indian Ridge LLC
3187	Canton Superstore	HK New Plan Exchange Property Owner II, LP
3192	Greenwood Mini-Superstore	Greenwood Point LP
3193	Castleton Superstore	American National Insurance Company
3194	Columbus In Superstore	Inland Western Columbus Clifty, LLC
3197	Poughkeepsie Superstore	BPP-NY LLC
3198	Rockford Superstore	Bond C.C. II Delaware Business Trust
3200	Columbus Superstore	AVR CPC Associates, LLC
3203	Sarasota Superstore	Circuit Investors #2 Ltd.
3204	Ft. Walton Mini-Superstore	HK New Plan Covered Sun, LLC
3205	Naples Superstore	Community Centers One LLC
3206	Lafayette Superstore	CC Lafayette, LLC
3207	West Dade Superstore	Wal-Mart Stores East, LP
3212	Abilene Mini-Superstore	Novogroder/Abilene, LLC
3215	Wichita West Superstore	Bldg Retail 2007 LLC & Netarc LLC
3217	Springfield Mo Superstore	WEC 96D Springfield-1 Investment Trust
3218	Gateway Mall Superstore	WEA Gateway LLC
3219	Columbia Superstore	Columbia Plaza Shopping Center Venture
3227	Cary Mini-Superstore	DDR Southeast Cary LLC
3233	San Felipe Superstore (Galleria)	610 & San Felipe, Inc.
3234	Ocala Mini-Superstore	AWE-Ocala, Ltd.
3237	Boynton Beach Superstore	Agree LP
3238	Shreveport Superstore	Hart Kings Crossing, LLC
3241	Jensen Beach Mini-Superstore	RLV Vista Plaza LP
3242	Greenville Mini-Superstore	Centro Heritage UC Greenville LLC
3246	Myrtle Beach Superstore	Myrtle Beach Farms Company, Inc.
3247	Superstore	Johnson City Crossing (Delaware)LLC
3249	Sawgrass Super Superstore	Sunrise Plantation Properties LLC
3253	Woodlands Superstore	Amreit, Texas Real Estate Investment Trust
3254	Sugar Land Superstore	Inland Western Sugar Land Colony LP
3255	Slidell Micro-Superstore	HV Covington, LLC
3262	Wichita Falls Micro-Superstore	CC Wichita Falls 98 Trust
3263	Round Rock Superstore	La Frontera Village, LP
3264	Frisco Superstore	Teachers Insurance & Annuity Assoc.Of Amer.
3269	Citrus Park Superstore	Citrus Park CC LLC
3270	Gulfport Micro-Superstore	DDR Crossroads Center LLC
3274	Lake Charles Micro-Superstore	WEC 99-3 LLC
3281	Rome Superstore	DDR Southeast Rome LLC
3283	Dothan Superstore	DDR Southeast Dothan Outparcel, LLC

Exhibit 2
March Leases

Store #	Location Name	Landlord Name
3284	Hattiesburg Superstore	SM Newco Hattiesburg, LLC
3285	Mall At Turtle Creek Superstore	Turtle Creek Partners LLC
3289	Merritt Island Mini-Superstore	Galleria Partnership
3302	Palm Desert Superstore	PRU Desert Crossing V, LLC
3304	Tucson Oracle Superstore	Weingarten Realty Investors
3305	Tucson Superstore	K-Gam Broadway Craycroft LLC
3306	Visalia Mini-Superstore	Save Mart Supermarkets
3307	Albuquerque Superstore	Southwestern Albuquerque, LP
3309	Newport Beach Superstore	The Irvine Company LLC
3310	Valencia Superstore	Valencia Marketplace I, LLC
3311	Rancho Cucamonga Superstore	Diamond Square LLC
3313	Irvine Superstore	The Irvine Company LLC
3315	Gateway Superstore	Mayfair - MDCC Business Trust
3316	Jantzen Beach Superstore	Jantzen Dynamic Corporation
3317	Everett Mini-Superstore	Orion Alliance Group, LLC
3318	Lynwood Superstore	FGLP Company
3319	Bellevue Superstore	Terranomics Crossroads Associates
3321	Tacoma Mall Mini-Superstore	Intergrated Real Estate Services LLC
3322	Chico Mini-Superstore	Chico Crossroads LP
3323	Washington Green Superstore	Washington Green TIC
3324	Clackamas Superstore	Marco Portland GP
3326	Bellingham Superstore	Meridian Village, LLC
3327	Carmel Mountain Superstore	Pacific Carmel Mountain Holdings LP
3329	Encinitas Superstore	Encinitas PFA, LLC
3331	Northside Mini-Superstore	Larry J. Rietz, MP, LLC
3332	Eugene Superstore	Garden City Center
3333	Medford Micro-Superstore	Kimco Pk LLC
3334	Boise Towne Plaza Superstore	Boise Towne Plaza LLC
3336	South Center Superstore	Gladwyne Investors, LP
3338	Olympia Superstore	DDR Southeast Olympia Dst
3339	Westminster Superstore	Excel Westminster Marketplace, Inc.
3340	Colorado Springs Superstore	CC Springs, LLC
3342	Silverdale Mini-Superstore	Silverdale K-Four
3343	Denver Superstore	CC-Investors 1997-4
3344	Aurora Superstore	Cole CC Aurora Co, LLC
3345	Highlands Ranch Superstore	DDR Southeast Highlands Ranch, LLC
3346	Southwest Plaza Superstore	CCC Realty, LLC
3347	Lakewood/Homestead Superstore	Ten Pryor Street Building, Ltd.
3348	Boulder Mini-Superstore	JWC/Loftus LLC
3349	Ogden Superstore	DDR Family Centers LP
3350	Sugarhouse Superstore	CC Investors 1996-10
3351	Fort Union Superstore	Fourels Investment Company, The
3352	Orem Superstore	Boyer Lake Pointe, Lc
3353	Jordan Landing Superstore	Plaza At Jordan Landing LLC
3360	Culver City Superstore	DDR Southeast Culver City Dst
3361	Glendale Superstore	Alameda Associates
3364	Fullerton Superstore	Orangefair Marketplace, LLC
3365	Henderson Superstore	Hip Stephanie, LLC

Exhibit 2
March Leases

Store #	Location Name	Landlord Name
3366	Ponce Mall "The City" Superstore	Plaza Las Americas, Inc.
3369	San Patricio "The City" Superstore	Caparra Center Associates, S.E.
3372	Aercibo Superstore	DDR Norte LLC, S.E.
3373	Long Beach Superstore	CP Venture Two LLC
3375	Roseville Superstore	Kobra Properties
3376	Ft. Collins Mini-Superstore	Generation H One And Two LP
3377	Idaho Falls Micro-Superstore	Ammon Properties LC
3378	Cottonwood Superstore	Cottonwood Phase V LLC
3379	Grand Junction Micro-Superstore	CC Grand Junction Investors 1998, LLC
3381	Pueblo Micro-Superstore	Eagleridge Associates (Pueblo) LLC
3382	Valley Mall Mini-Superstore	Hanson Industries, Inc.
3390	Thornton Superstore	Site A LLC
3401	Temecula Mini-Superstore	Inland Western Temecula Commons LLC
3403	Port Charlotte Mini-Superstore	Hudson Realty Trust, Hersom Realty Trust, Lorimar Realty Trust
3405	Boca Raton Superstore	Uncommon Ltd.
3409	Avenues Superstore	Property Management Support Inc.
3418	Sanford Superstore	WRI Seminole Marketplace, LLC
3425	NW Las Vegas Superstore	Centennial Holdings LLC
3502	Exchange Plaza Superstore	Inland Western San Antonio HQ, LP
3504	Corpus Christi Superstore	South Padre Drive LP
3505	North Richland Superstore	KRG Market Street Village LP
3512	McAllen Superstore	Daniel G. Kamin McAllen LLC
3513	Brownsville Superstore	Pacific Harbor Equities LLC
3514	Amarillo Superstore	Kir Amarillo LP
3516	Southlake Superstore	Inland Western Southlake Corners, LP
3518	Raleigh Superstore	Plantation Point Development, LLC
3520	Northshore Superstore	Circuit Sports, LP
3522	Garland Superstore	Simon Property Group Texas LP
3525	Wellington Superstore	Cedar Development, Ltd
3527	Silverlake Superstore	PrInc. ipal Real Estate Holding Co., LLC
3529	Exton Superstore	Main Street At Exton, LP
3549	Short Pump Superstore	Short Pump Town Center LLC
3550	Greenville Point Superstore	DDR-SAU Greenville Point, LLC
3554	Bainbridge Superstore	Bainbridge Shopping Center II LLC
3556	Whitman Square Superstore	Boulevard North Associates, LP
3560	Spring Hill Superstore	Coastal Way, LLC
3561	Millenia Mall Superstore	Cameron Group Associates, LLP
3562	Concord Mills Superstore	Concord Mills LP
3569	Midtown Miami Superstore	DDR Miami Ave LLC
3570	Hyattsville Superstore	PrInc.e George'S Station Retail, LLC
3572	Polaris Superstore	Polaris Circuit City LLC
3576	Lake Worth Superstore	Inland Western Lake Worth Towne Crossing
3577	Rockwall Superstore	Rockwall Crossing, Ltd
3579	Meyerland Superstore	Meyerland Plaza (DE) LLC
3581	Stapleton Superstore	Stapleton North Town, LLC
3582	La Quinta Superstore	CC La Quinta LLC
3584	New Braunfels Superstore	Sinay Family LLC And Trust
3586	Santa Margarita Superstore	Tis Equities IX LLC

Exhibit 2
March Leases

Store #	Location Name	Landlord Name
3587	Bethlehem Superstore	Morris Bethlehem Associates, LP
3588	Southpark Meadows Superstore	Inland Western Austin Southpark Meadows II LP
3589	Southaven Superstore	Southhaven Center II, LLC
3590	Meriden Superstore	Galileo Northeast, LLC
3591	Warrington Superstore	Village Square I, LP
3592	Colony Place Superstore	Colony Place Plaza, LLC
3595	Waterford Lakes Superstore	Deno P Dikeou
3597	Apex Superstore	DDR/1st Carolina Crossings South, LLC
3599	South Bay Superstore	E&A Northeast LP
3601	North Attleboro Superstore	North Attleboro Marketplace II, LLC
3602	Millbury Superstore	Route 146 Millbury LLC
3603	Ann Arbor Mini-Superstore	Amcap Arborland LLC
3614	Sawmill Mini-Superstore	Plazamill Limited Partnershp
3615	Easton Superstore	CC-Investors 1997-12
3616	Brice Superstore	Benenson Columbus - OH Trust
3617	West Mifflin (Century) Superstore	Inland Western West Mifflin Century III DST
3618	Monroeville Superstore	WMI/MPI Business Trust
3619	Ross Park Superstore	Cofal Partners, LP
3622	Fields-Ertel Road Superstore	Hartman 1995 Ohio Property Trust
3624	Northtown Superstore	BL-NTV I, LLC
3625	Schererville Superstore	The Shoppes At Schererville, LLC
3626	Niles Superstore	Howland Commons Partnership
3627	Arundel Mills Superstore	Arundel Mills Marketplace LP
3628	Frederick Mini-Superstore	CC Frederick 98, LLC
3629	Boardman Superstore	Bond-Circuit V Delaware Business Trust
3632	Grand Rapids Superstore	BG Walker, LLC
3633	28Th Street Superstore	Wilmington Trust Company
3634	Kalamazoo Superstore	Southland Acquisitions, LLC
3638	Hagerstown Superstore	Washington RE Investment Trust
3639	Oyster Point Superstore	Lea Company
3640	Greenbrier Superstore	Crossways Financial Associates, LLC
3641	Keene Superstore	MB Keene Monadnock, LLC
3645	Laredo Superstore	Laredo/Mdn II LP
3648	Augusta Marketplace Mini-Superstore	Interstate Augusta Properties, LLC
3654	Appleton Superstore	WEC 96D Appleton-1 Investment Trust
3659	Leesburg Superstore	Battlefield FE LP
3662	Trumbull Superstore	Trumbull Shopping Center #2 LLC
3663	Gateway Mini-Superstore	Gateway Center Properties III, LLC
3664	Atlantic Center Mini-Superstore	Atlantic Center Fort Greene Associates, LP
3666	Parkersburg Mini-Superstore	601 Plaza, LLC
3668	Danbury Mini-Superstore	Forecast Danbury LP
3669	East Brunswick Superstore	Vornado Finance, LLC
3670	Eatontown Superstore	36 Monmouth Plaza LLC
3672	Westbury Super Superstore	W&S Associates, LP
3674	Hicksville Superstore	Ricmac Equities Corporation
3675	Greeley Superstore	Greeley Shopping Center, LLC
3677	Lady Lake Superstore	TMW Weltfonds Rolling Acres Plaza
3679	Union Square Superstore	OTR

Exhibit 2
March Leases

Store #	Location Name	Landlord Name
3680	80th & Broadway Mini-Superstore	Friedland, Lawrence And Melvin
3682	Middletown Mini-Superstore	CC-Investors 1997-10
3684	Paramus Superstore	Faber Bros., Inc.
3686	Rego Park/Queens Superstore	Alexander'S Of Rego Park Center, Inc.
3687	Ledgewood Mini-Superstore	Acadia Realty LP
3688	Bergen Superstore	FC Treeco Columbia Park, LLC
3689	Somerville Superstore	Enid Two, LLC
3690	Norwalk Superstore	444 Connecticut Avenue LLC
3691	Staten Island Superstore	FC Richmond Associates, LP
3692	Bricktown Mini-Superstore	Brick 70, LLC
3693	Union Superstore	DDR Southeast Union, LLC
3694	Valley Stream Mini-Superstore	Green Acres Mall, LLC
3695	Wayne Superstore	Star Universal, LLC
3696	White Plains Superstore	LC White Plains Retail, LLC
3697	Whitestone Superstore	Whitestone Development Partners A, LP
3698	Woodbridge Superstore	FC Woodbridge Crossing, LLC
3699	Yonkers Superstore	AAC Cross County Leasehold Owner, LLC
3700	Cortlandt Mini-Superstore	Cortlandt B., LLC
3701	Ft. Wayne Mini-Superstore	Coldwater Development, LLC
3702	Terre Haute Micro-Superstore	Northern Trust Bank Of California N.A.
3706	Harrisburg East Superstore	PRGL Paxton, LP
3707	Lancaster Superstore	Red Rose Commons Condominium Association
3708	York Superstore	Meadowbrook Village LP
3710	Robinson Mini-Superstore	Stor-All New Orleans, LLC
3711	Muskegon Superstore	Heritage-Lakes Crossing, LLC
3713	Holland Micro-Superstore	Geenen Dekock Properties, LLC
3720	Harrisburg West Superstore	Bond-Circuit IX Delaware Business Trust
3721	Sterling Superstore	Potomac Run, LLC
3724	Saugus Superstore	Saugus Plaza Associates
3725	Dover "The City" Superstore	Cohab Realty LLC
3731	Bay Ridge Superstore	502-12 86Th Street, LLC
3732	Williston Mini-Superstore	Taft Corners Associates, Inc.
3735	Tysons Corner West Superstore	Tysons 3, LLC
3736	Puyallup Superstore	The Cafaro Northwest Partnership
3738	Vineland Superstore	Goodmill, LLC
3742	Clarksburg Micro-Superstore	THF Clarksburg Development One
3743	Maple Grove Superstore	Kimco Arbor Lakes S.C., LLC
3744	Erie Mini-Superstore	GS Erie LLC
3746	Johnstown Superstore	Richland Town Centre, LLC
3752	VA Center Commons Superstore	DDRTC Creeks At Virginia Center LLC
3754	Kennewick Superstore	Karns Real Estate Holdings II, LLC
3764	Phillipsburg Superstore	Inland US Management, LLC
3767	Brentwood Superstore	Pace-Brentwood Partners, LLC
3768	Leominster Superstore	Walton Whitney Investors V, LLC
3769	Concord Superstore	GGP-Steeplegate, Inc.
3770	Taunton Superstore	Cole CC Taunton Ma, LLC
3771	Folsom	Broadstone Crossing LLC
3779	Enfield Superstore	Galileo Freshwater/Stateline, LLC

Exhibit 2
March Leases

Store #	Location Name	Landlord Name
3780	Hamburg Superstore	Sir Barton Place, LLC
3783	Plymouth Meeting Superstore	Dowel Conshohocken LLC
3792	Mchenry Superstore	Advance Real Estate Management, LLC
3797	Grandville Marketplace Superstore	DDR Mdt Grandville Marketplace LLC
3810	Harlingen Tx Superstore	Mall At Valle Vista, LLC
3815	Katy Mills "The City" Superstore	Katy Mills Mall LP
3831	Market Square Shopping Center	700 Jefferson Road II, LLC
3832	Township Marketplace Superstore	DDR Mdt Monaca Township Marketplace LLC
3844	Fairfax "The City"	DDR Mdt Fairfax Towne Center LLC
3845	Deptford Landing Superstore	AIG Baker Deptford, LLC
3846	East Chase Superstore	Eastchase Market Center, LLC
3847	Midtown Village Superstore	Carlyle-Cypress Tuscaloosa I, LLC
3848	Boranda Superstore	T And T Enterprises LP
3849	Norridge Commons Superstore	Irving Harlem Venture, LP
3850	Promenade "The City" Superstore	FC Janes Park, LLC
3852	Superstore	Donahue Schriber Realty Group, L.P
3853	Target Center Superstore	Knoxville Levcal LLC
3854	Parkdale Superstore	Parkdale Mall Associates LP
3855	Sun Land Superstore	CDP Falcon Sunland Plaza LP
3856	Baybrook Superstore	NP/SSP Baybrook, LLC
3857	Deerbrook "The City" Superstore	Deerbrook Anchor Acquisition LLC
3858	San Antonio "The City"	SWQ 35/Forum, Ltd
3859	Ashwaubenon Superstore	Palmetto Investors, LLC
3862	Brockton Superstore	Ray Mucci's, Inc.
3864	Manhattan Broadway At 66th Street	1965 Retail LLC
3878	Brea "The City"	FW CA Brea Marketplace LLC
3882	Kileen Tx -Superstore	Market Heights, Ltd
3883	Lycoming Crossing	VIWY, LP
4101	Montgomeryville Superstore	Circuit PA Corporation
4105	Dickson City Mini-Superstore	Centro Properties Group
4106	Wilkes-Barre Superstore	VNO Mundy Street LLC
4110	Danvers Superstore	4 Newbury Danvers LLC
4111	Somerville Superstore	I-93 Somerville LLC
4112	Burlington Superstore	Daniel G. Kamin Burlington LLC
4113	Seekonk Superstore	Seekonk Equities Inc.
4114	Cranston Superstore	Gateway Woodside, Inc.
4115	Nashua Superstore	Dicker/Warmington Properties
4116	Portsmouth Superstore	Dicker/Warmington Properties
4119	Braintree Superstore	Briantree Property Assoc LP
4120	Salem Superstore	Trustees Of Salem Rockingham, LLC
4121	Natick Superstore	Baker Natick Promenade LLC
4122	Hanover Mini-Superstore	Walton Hanover Investors V, LLC
4123	Dartmouth Mini-Superstore	Dartmouth Marketplace Associates
4124	Manchester Superstore	Dicker/Warmington Properties
4130	Kissimmee Superstore	Loop West, LLC
4131	Manteca Superstore	Manteca Stadium Park LP
4132	Turlock Superstore	Monte Vista Crossings, LLC
4134	Towson "The City" Superstore	Towson Vf LLC

Exhibit 2
March Leases

Store #	Location Name	Landlord Name
4135	Metairie Superstore	BBD Rosedale, LLC
4136	Pine Island Superstore	NAP Northpoint LLC
4139	Signal Hill Superstore	Signal Hill Gateway LLC
4143	Gloucester Superstore	Town Square Plaza
4144	Chambersburg Superstore	Chambersburg Crossing, LP
4147	Knoxville TN - Micro Superstore	Hamilton Crossing I LLC
4150	Pasadena Superstore	Fairway Centre Associates, LP
4176	Monrovia Superstore "The City"	Monrovia Marketplace LLC
4179	Vacaville	TKG Coffee Tree LP
4201	Melbourne Superstore	Melbourne-Jcp Associates, Ltd
4202	Norfolk "The City" Superstore	Janaf Crossings, LLC
4212	5th Avenue "The City" Superstore	Green 521 5Th Avenue, LLC
4232	Fort Myers Cypress Lakes "The City"	Colonial Square Associates, LLC
4233	Sebring Superstore	Sebring Retail Associates, LLC
4242	Rossmoor Center Superstore	Rossmoor Shops LLC
4247	Denton Superstore	Panattoni Development Co., LLC
4249	Port Arthur Superstore	Port Arthur Holdings III, Ltd.
4256	Mt. Pleasant Superstore	Developers Diversified Realty Corporation
4261	Southern Tier Crossings Superstore	DDR Horseheads LLC
4271	Foxboro Superstore	NPP Development, LLC
4272	Amherst Superstore	Berkshire-Amherst, LLC
4275	Sarasota FL "The City"	RB-3 Associates
4276	Port St Lucie "The City"	Benderson Properties & Donald Robinson
4302	Eastridge Superstore	Eastridge Shopping Center LLC
4305	Burbank Superstore	Burbank Mall Associates, LLC
4307	Prattville Superstore	Prattcenter, LLC
4308	Westbank Superstore	Team Retail Westbank, Ltd
4313	La Habra	La Habra Imperial LLC
4317	Power And Barnes Superstore	Barnes And Powers North LLC
4320	Cleveland "The City" Superstore	Cleveland Towne Center LLC
4321	Richmond White Oak Superstore	Forest City Commercial Group, LLC
4336	Torrington "The City" Superstore	Torrington Triplets LLC
4502	Lewisville Superstore	Inland Western Lewisville Lakepointe LP
4503	Loop 410 Superstore	Bb-LInc.oln-Us-Properties, LP
4505	Little Rock 2 West Superstore	CCI Trust 1994-I; Lloyd Draper - Trustee
4506	North Little Rock Superstore	CCI Trust 1994-I; Lloyd Draper - Trustee
4507	Santa Cruz Mini-Superstore	Redtree Properties, LP
4508	El Paso East Superstore	A.D.D. Holdings, LP
4510	Lubbock Superstore	M & M Berman Enterprises
9103	Circuit City Corporate HQ (Dr3)	Inland Western Richmond Mayland, LLC
9180	Chicago Division Office (#0051)	Meacham Business Center, LLC
00406A	Pasadena Roadshop/Parking Lot	Rossiter, Ronald D. & Barbara M.
00830A	Winston-Salem (Add'l land)	W/S Stratford, LLC
03158A	Wilmington Overflow Parking	Wilmington Trust Company
03202A	Gainesville Sign Lease	Gainesville Outdoor Advertising, Inc.
03682A	Middletown Sign Lease	Barberio, Janet
03754A	Kennewick Sign Lease	Signco Inc.

EXHIBIT 3

(Potential Purchaser Notice)

Gregg M. Galardi, Esq.
Ian S. Fredericks, Esq.
SKADDEN, ARPS, SLATE, MEAGHER &
FLOM, LLP
One Rodney Square
PO Box 636
Wilmington, Delaware 19899-0636
(302) 651-3000

Dion W. Hayes (VSB No. 34304)
Douglas M. Foley (VSB No. 34364)
MCGUIREWOODS LLP
One James Center
901 E. Cary Street
Richmond, Virginia 23219
(804) 775-1000

- and -

Chris L. Dickerson, Esq.
SKADDEN, ARPS, SLATE, MEAGHER &
FLOM, LLP
333 West Wacker Drive
Chicago, Illinois 60606
(312) 407-0700

Counsel to the Debtors and
Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

- - - - - X
:
In re: : Chapter 11
:
CIRCUIT CITY STORES, INC., : Case No. 08-35653-KRH
:
et al., :
:
Debtors.¹ : Jointly Administered
:
:
Hrg. Date: _____ at
:
10:00 a.m. (ET)
:
Obj. Due: _____ at
- - - - - X 12:00 p.m. (ET)

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Circuit City Stores, Inc. (3875), Circuit City Stores West Coast, Inc. (0785), InterTAN, Inc. (0875), Ventoux International, Inc. (1838), Circuit City Purchasing Company, LLC (5170), CC Aviation, LLC (0841), CC Distribution Company of Virginia, Inc. (2821), Circuit City Properties, LLC (3353), Kinzer Technology, LLC (2157), Abbott Advertising Agency, Inc. (4659), Patapsco Designs, Inc. (6796), Sky Venture Corp. (0311), Prahs, Inc. (n/a), XSStuff, LLC (9263), Mayland MN, LLC (6116), Courcheval, LLC (n/a), Orbyx Electronics, LLC
(cont'd)

**NOTICE TO COUNTERPARTIES TO LEASES THAT THE DEBTORS HAVE
IDENTIFIED A POTENTIAL PURCHASER OF UNEXPIRED
NONRESIDENTIAL REAL PROPERTY LEASE**

PLEASE TAKE NOTICE that pursuant to the bidding procedures (the "Bidding Procedures")² approved by the Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court") in the Order Under Bankruptcy Code Sections 105, 363, And 365 (I) Approving Bidding And Auction Procedures For Sale Of Unexpired Nonresidential Real Property Leases, (II) Setting Sale Hearing Dates And (III) Authorizing And Approving (A) Sale Of Certain Unexpired Nonresidential Real Property Leases Free And Clear Of All Interests, (B) Assumption And Assignment Of Certain Unexpired Nonresidential Real Property Leases And (C) Lease Rejection Procedures (the "Bidding And Rejection Procedures Order") (Docket No. __) entered on February __, 2009, the debtors and debtors in possession in the above captioned cases (collectively, the "Debtors") have identified a potential purchasers (the "Potential Purchaser," as listed on Schedule 1 attached hereto) of a lease or leases to which you are a counterparty (each, a "Lease").

PLEASE TAKE FURTHER NOTICE that an auction (the "Auction") for the Debtors' interest in the Lease or Leases was held at 10:00 a.m. (ET) on _____, 2009 at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, 4 Times Square, New York, New York 10036 and that, following the Auction, the Potential Purchaser was identified as the Successful Bidder for the Lease.

PLEASE TAKE FURTHER NOTICE pursuant to the Bidding Procedures, the Lease to which you are a counterparty will be assumed and assigned to the Potential

(cont'd from previous page)

(3360), and Circuit City Stores PR, LLC (5512). The address for Circuit City Stores West Coast, Inc. is 9250 Sheridan Boulevard, Westminster, Colorado 80031. For all other Debtors, the address is 9950 Mayland Drive, Richmond, Virginia 23233.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures.

Purchaser if the sale to the Potential Purchaser is approved by the Bankruptcy Court at the sale hearing to be held on _____, 2009 at 10:00 a.m. (ET) (the "Sale Hearing") in the United States Bankruptcy Court for the Eastern District of Virginia, 701 East Broad Street, Room 5000, Richmond, VA 23219.

PLEASE TAKE FURTHER NOTICE that the Debtors assert that pursuant to 11 U.S.C. § 365, there is adequate assurance that the Proposed Cure Amount set forth on the Cure Schedule filed with the Court and posted on the website of the Debtors' claims and noticing agent, www.kccllc.net/circuitcity will be paid in accordance with the terms of the Sale Order. Further, the Debtors assert that there is adequate assurance of the Potential Purchasers' future performance under the Lease to be assumed and assigned. Adequate Assurance Information, which includes information regarding the financial wherewithal of the Potential Purchaser, is attached hereto and evidence of the same will be adduced, if necessary, at the Sale Hearing. Prior to the date of the Closing, the Debtors may revise their decision with respect to the assumption and/or assignment of any Lease and provide a new notice amending the information provided in this notice.

PLEASE TAKE FURTHER NOTICE that objections, if any, the Proposed Cure Amount, to the assumption and assignment of a Lease to a Potential Purchaser, or any other objection must (i)(a) be in writing, (b) state with specificity the legal and factual basis for such objection, (c) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Eastern District of Virginia, and the Order Pursuant to Bankruptcy Code Sections 102 and 105, Bankruptcy Rules 2002 and 9007, and Local Bankruptcy Rules 2002-1 and 9013-1 Establishing Certain Notice, Case Management, and Administrative Procedures (Docket No. 0130) (the "Case Management Order"), (d) be filed with Bankruptcy Court and (e) served in accordance with the Case Management Order so as to be **received** on or before **5:00 p.m. (ET) on the business day immediately preceding the Sale Hearing**, or (ii) be made orally at the Sale Hearing.

PLEASE TAKE FURTHER NOTICE that if an objection is timely filed and served or made orally in accordance with the procedures above, a hearing with respect to the objection will be held before the Honorable Kevin R. Huennekens, United States Bankruptcy Judge for the Eastern District of Virginia at the Bankruptcy Court, 701 East Broad Street, Room 5000, Richmond, VA 23219, at the Sale Hearing or such other date and time as the Court may schedule.

PLEASE TAKE FURTHER NOTICE that if no objection is timely filed and received or made orally with regard to a Lease or Leases, the non-Debtor counterparty to the Lease will be deemed to have consented to the assumption and assignment of the Lease to a Potential Purchaser that is selected as the Successful Bidder, the Proposed Cure Amount will be conclusively fixed, and such non-debtor party will be forever barred from asserting any other claims as to such Lease, including, but not limited to, the propriety or effectiveness of the assumption and assignment of the Lease and any amounts in excess of the Proposed Cure Amount, against the Debtors or the Successful Bidder, or the property of either of them.

**IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS
NOTICE, THE COURT MAY GRANT THE RELIEF DEMANDED BY THE
APPLICATION WITHOUT FURTHER NOTICE OR HEARING.**

Dated: _____, 2009

Richmond, Virginia SKADDEN, ARPS, SLATE, MEAGHER &
FLOM, LLP
Gregg M. Galardi, Esq.
Ian S. Fredericks, Esq.
P.O. Box 636
Wilmington, Delaware 19899-0636
(302) 651-3000

- and -

SKADDEN, ARPS, SLATE, MEAGHER &
FLOM, LLP
Chris L. Dickerson, Esq.
333 West Wacker Drive
Chicago, Illinois 60606
(312) 407-0700

- and -

MCGUIREWOODS LLP

Dion W. Hayes (VSB No. 34304)
Douglas Foley (VSB No. 34364)
One James Center
901 E. Cary Street
Richmond, Virginia 23219
(804) 775-1000

Counsel for Debtors and Debtors
in Possession

SCHEDULE A

(Potential Purchasers)

EXHIBIT 4

(Rejection Notice)

Gregg M. Galardi, Esq.
Ian S. Fredericks, Esq.
SKADDEN, ARPS, SLATE, MEAGHER &
FLOM, LLP
One Rodney Square
PO Box 636
Wilmington, Delaware 19899-0636
(302) 651-3000

Dion W. Hayes (VSB No. 34304)
Douglas M. Foley (VSB No. 34364)
MCGUIREWOODS LLP
One James Center
901 E. Cary Street
Richmond, Virginia 23219
(804) 775-1000

- and -

Chris L. Dickerson, Esq.
SKADDEN, ARPS, SLATE, MEAGHER &
FLOM, LLP
333 West Wacker Drive
Chicago, Illinois 60606
(312) 407-0700

Counsel to the Debtors and Debtors
in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTER DISTRICT OF VIRGINIA
RICHMOND DIVISION

- - - - - x
In re: : Chapter 11
:
Circuit City Stores, Inc., : Case No. 08-35653(KRH)
et al., :
:
Debtors.¹ : Jointly Administered
- - - - - x

**NOTICE OF REJECTION OF UNEXPIRED LEASE AND
ABANDONMENT OF PERSONAL PROPERTY**

-
- 1 The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Circuit City Stores, Inc. (3875), Circuit City Stores West Coast, Inc. (0785), InterTAN, Inc. (0875), Ventoux International, Inc. (1838), Circuit City Purchasing Company, LLC (5170), CC Aviation, LLC (0841), CC Distribution Company of Virginia, Inc. (2821), Circuit City Properties, LLC (3353), Kinzer Technology, LLC (2157), Abbott Advertising Agency, Inc. (4659), Patapsco Designs, Inc. (6796), Sky Venture Corp. (0311), Prahs, Inc. (n/a), XSstuff, LLC (9263), Mayland MN, LLC (6116), Courcheval, LLC (n/a), Orbyx Electronics, LLC (3360), and Circuit City Stores PR, LLC (5512). The address for Circuit City Stores West Coast, Inc. is 9250 Sheridan Boulevard, Westminster, Colorado 80031. For all other Debtors, the address is 9950 Mayland Drive, Richmond, Virginia 23233.

1. ORDER APPROVING REJECTION OF LEASE

PLEASE TAKE NOTICE that on February ____, 2009, the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court") entered an Order Under Bankruptcy Code Sections 105, 363 and 365 (I) Approving Bidding and Auction Procedures For Sale Of Unexpired Nonresidential Real Property Leases, (II) Setting Sale Hearing Dates, And (III) Authorizing And Approving (A) Sale Of Certain Nonresidential Real Property Leases Free And Clear Of All Interests, (B) Assumption And Assignment Of Certain Unexpired Nonresidential Real Property Leases And (C) Lease Rejection Procedures (the "Order," a copy of which is available at www.kccllc.net/circuitcity). The Order authorized the above-captioned debtors and debtors-in-possession (the "Debtors") to reject certain unexpired real property leases and abandon certain furniture, fixtures, and equipment owned by the Debtors (the "Abandoned Property"), upon notice to the lessor (the "Lessor"), without further Court approval. The Debtors have determined to reject the following real property lease (the "Lease") pursuant to the Order:

Location of Lease and Abandoned Property:

[_]

2. LEASE REJECTION DATE

PLEASE TAKE FURTHER NOTICE that the rejection of the Lease shall become effective on ____, 2009 (the "Rejection Date") or such later date as the Debtors surrender the premises by fulfilling the Rejection Requirements (as defined in the Order).

3. ABANDONED PROPERTY

PLEASE TAKE FURTHER NOTICE that the Debtors will have until the later of the Rejection Date to remove property belonging to the Debtors from the leased premises. To the extent that any property remains in the leased premises after the Rejection Date, such property will be deemed

Abandoned Property and shall be deemed abandoned by the Debtors. The Lessor will be entitled to remove or dispose of such property in its sole discretion without liability to any party which might claim an interest in the Abandoned Property.

4. OBJECTIONS

PLEASE TAKE FURTHER NOTICE that objections, if any, to rejection of the Lease or abandonment of Abandoned Property must (a) be in writing, (b) set forth, with specificity, the factual and legal basis therefor, (c) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Eastern District of Virginia, and the Order Pursuant to Bankruptcy Code Sections 102 and 105, Bankruptcy Rules 2002 and 9007, and Local Bankruptcy Rules 2002-1 and 9013-1 Establishing Certain Notice, Case Management, and Administrative Procedures (Docket No. 0130) (the "Case Management Order"), (d) be filed with Bankruptcy Court and (e) served in accordance with the Case Management Order so as to be **received** on or before _____, **2009 at 4:00 p.m. (ET)** (the "Objection Deadline").

5. RENT

PLEASE TAKE FURTHER NOTICE that the Debtors will pay rent on a per diem basis for those days prior to the Rejection Date of the Lease.

6. SETOFF

PLEASE TAKE FURTHER NOTICE that if any Debtor has deposited monies with the Lessor as a security or other kind of deposit or pursuant to another similar arrangement, the Lessor will not be permitted to set off or otherwise use the monies from such deposit or other arrangement without the prior order of the Court.

7. DEADLINE TO FILE PROOFS OF CLAIM

PLEASE TAKE FURTHER NOTICE that, unless otherwise ordered by the Court or agreed to in writing by the Debtors, parties will have until 5:00 p.m. (Pacific time) on April 30, 2009 to file a proof of claim for damages

arising from the rejection of or relating to any Lease. Any claims not timely filed will be forever barred. For proof of claim forms and information regarding filing a proof of claim, please refer to the Order or go to www.kccllc.net/circuitcity.com.

Dated: _____, 2009

Richmond, Virginia SKADDEN, ARPS, SLATE, MEAGHER &
FLOM, LLP
Gregg M. Galardi, Esq.
Ian S. Fredericks, Esq.
P.O. Box 636
Wilmington, Delaware 19899-0636
(302) 651-3000

- and -

SKADDEN, ARPS, SLATE, MEAGHER &
FLOM, LLP
Chris L. Dickerson, Esq.
333 West Wacker Drive
Chicago, Illinois 60606
(312) 407-0700

- and -

MCGUIREWOODS LLP

Dion W. Hayes (VSB No. 34304)
Douglas Foley (VSB No. 34364)
One James Center
901 E. Cary Street
Richmond, Virginia 23219
(804) 775-1000

Counsel for Debtors and Debtors
in Possession

EXHIBIT 5

(Bar Date Order and Bar Date Notice)

Gregg M. Galardi, Esq.
Ian S. Fredericks, Esq.
SKADDEN, ARPS, SLATE, MEAGHER &
FLOM, LLP
One Rodney Square
PO Box 636
Wilmington, Delaware 19899-0636
(302) 651-3000

Dion W. Hayes (VSB No. 34304)
Douglas M. Foley (VSB No. 34364)
MCGUIREWOODS LLP
One James Center
901 E. Cary Street
Richmond, Virginia 23219
(804) 775-1000

- and -

Chris L. Dickerson, Esq.
SKADDEN, ARPS, SLATE, MEAGHER &
FLOM, LLP
333 West Wacker Drive
Chicago, Illinois 60606
(312) 407-0700

Proposed Counsel to the Debtors
and Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

- - - - - x
In re: : Chapter 11
:
CIRCUIT CITY STORES, INC., : Case No. 08-35653
et al., :
:
Debtors. : Jointly Administered
- - - - - x

**ORDER PURSUANT TO BANKRUPTCY CODE SECTIONS 105 AND 502
AND BANKRUPTCY RULES 2002, 3003(c)(3), AND 9007
(I) SETTING GENERAL BAR DATE AND PROCEDURES FOR FILING
PROOFS OF CLAIM; AND (II) APPROVING FORM AND MANNER OF
NOTICE THEREOF**

Upon the motion (the "Motion"),¹ of the Debtors
for an order pursuant to Bankruptcy Code 105 and 502 and
Bankruptcy Rules 2002, 3003(c)(3,) and 9007 (i) setting

¹ Unless otherwise defined herein, capitalized terms used herein
shall have the meanings ascribed to them in the Motion.

a general bar date and procedures for filing proofs of claim, and (ii) approving the form and manner of notice thereof; and the Court having reviewed the Motion and the Besanko Declaration; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED.
2. Pursuant to Bankruptcy Rule 3003(c)(3), all "entities" and "persons" (as defined respectively in 11 U.S.C. § 101(15) and (41)), except any governmental unit (as defined in 11 U.S.C. § 101(27)) that are creditors holding or wishing to assert "claims" (as defined in 11 U.S.C. § 101(5)) arising before the Petition Date against any of the Debtors are required to file with the Debtors' Claims Agent (as defined below),

on or before 5:00 p.m. (Pacific) on January 30, 2009 (the "General Bar Date") a separate, completed, and executed proof of claim form (conforming substantially to Official Bankruptcy Form No. 10) on account of any such claims in accordance with the procedures set forth below.

3. Pursuant to Bankruptcy Rule 3003(c) and Bankruptcy Code section 502(b)(9), any governmental units (as defined in 11 U.S.C. § 101(27)) that are creditors holding or wishing to assert "claims" (as defined in 11 U.S.C. § 101(5)) arising before the Petition Date against any of the Debtors are required to file, on or before 5:00 p.m. (Pacific) on May 11, 2009 (the "Governmental Bar Date") a separate, completed, and executed proof of claim form (conforming substantially to Official Bankruptcy Form No. 10) on account of any such claims in accordance with the procedures set forth below.

4. Notwithstanding the preceding paragraphs, creditors holding or wishing to assert the following types of claims (collectively, the "Excluded Claims") against the Debtors need not file a proof of claim:

- (i) Claims listed in the Schedules and Statements or any amendments thereto that are not therein listed as "contingent," "unliquidated" or "disputed" and that are not disputed by the holders thereof as to (a) amount, (b) classification or (c) the identity of the Debtor against whom such Claim is scheduled;
- (ii) Claims on account of which a proof of claim has already been properly filed with the Court or the Claims Agent appointed by the Bankruptcy Court against the correct Debtor; provided, however, that proofs of claim or requests for payment under 11 U.S.C. § 503(b)(9) ("503(b)(9) Claims") are governed by and must be filed in accordance with the Order Establishing Bar Date for Filing Requests for Payment of Administrative Expense Claims Under Bankruptcy Code Sections 105 and 503(b)(9) and Approving Form, Manner and Sufficiency of Notice of the Bar Date Pursuant to Bankruptcy Rule 9001 (Docket No. 107, Entered November 12, 2008) and, therefore, 503(b)(9) Claims are not Excluded Claims;
- (iii) Claims previously allowed or paid pursuant to an order of the Court;
- (iv) Claims allowable under 11 U.S.C. §§ 503(b) and 507(a)(2) as expenses of administration;
- (v) Claims of Debtors against other Debtors;
- (vi) Claims of current officers or directors of a Debtor for indemnification and/or contribution arising as a result of such officer's or director's postpetition service to a Debtor;

- (vii) Claims of landlords of unexpired leases of non-residential real property that have not been rejected prior to the General Bar Date, including, without limitation, any claim for pre-petition arrearages or other asserted pre-petition defaults. Claims for such leases that have been or are hereinafter rejected shall be filed by the later of (a) the General Bar Date, (b) thirty (30) days after the effective date of such rejection or (c) as otherwise provided by Order of this Court;
- (viii) Claims of Bank of America, N.A., as agent, and the Debtors' pre- and post-petition secured lenders for which Bank of America, N.A., served or serves as agent; and
- (ix) Claims related to the Debtors' gift cards purchased prior to the Petition Date.

5. Any holder of an interest in any of the Debtors (each an "Interest Holder"), which interest is based exclusively upon the current ownership of stock or other equity interest of any of the Debtors (an "Interest"), shall not be required to file a proof of Interest based solely on account of such Interest Holder's ownership interest in such Interest; provided, however, that any Interest Holder (other than a governmental unit) who wishes to assert a Claim against any of the Debtors based on any transaction in the Debtors' Interests, including but not limited to a Claim

for damages or rescission based on the purchase or sale of the Interests, shall file a proof of claim on or prior to the General Bar Date; provided, further, however, that any Interest Holder who is a governmental unit and wishes to assert a Claim against any of the Debtors based on any transaction in the Debtors' Interests, including but not limited to a Claim for damages or rescission based on the purchase or sale of the Interests, shall file a proof of claim on or prior to the Governmental Bar Date.²

6. Proofs of claim for rejection damages claims arising from the rejection of any unexpired lease or executory contract of a Debtor (an "Agreement") during these Bankruptcy Cases must be filed by the latest of (a) thirty days after the date of entry of an order of this Court authorizing the rejection of such Agreement, (b) thirty days after the effective date of the rejection of such Agreement, (c) any date set by another Order of the Court or (d) the General Bar Date. Proofs of claim for any other claims that arose prior to

² The Debtors reserve the right to seek relief at a later date requiring Interest Holders to file proofs of interest.

the Petition Date with respect to a lease or contract must be filed by the General Bar Date.

7. The Debtors shall serve a notice (the "General Bar Date Notice") substantially in the form of the notice attached hereto as Exhibit 1 and a proof of claim form conforming substantially to Official Bankruptcy Form No. 10 by first class mail on or before December 19, 2008 to all known creditors and all known holders of the Debtors' equity securities as reflected in the Debtors' books and records, as well as U.S. state escheat or unclaimed property offices.

8. The Debtors shall publish a notice in a form substantially similar to the Bar Date Notice in the Richmond Times Dispatch and the national edition of the Wall Street Journal, and such other regional newspapers as the Debtors, in their sole discretion, deem appropriate no later than December 30, 2008.

9. All proofs of claim filed by mail, hand, or overnight courier shall be addressed to:

Circuit City Stores, Inc., et al.
Claims Processing Dept.
Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA 90245

10. A Proof of claim is deemed filed only when the proof of claim is actually received by Kurtzman Carson Consultants LLC (the "Claims Agent") at the above address. Proofs of claim submitted by facsimile or other electronic means shall be rejected by the Claims Agent and will not be deemed filed.

11. Any creditor holding or wishing to assert claims against more than one Debtor must file a separate proof of claim in the case of each Debtor against which the creditor believes it holds a claim and must identify on their proof of claim the particular Debtor against which their Claim is asserted and the case number of that Debtor's bankruptcy case. A proof of claim listing no reference to a particular Debtor or a proof of claim listing all of the Debtors will be deemed filed against Circuit City Stores, Inc., Case No., 08-35653.

12. Any creditor that is required to file but fails to file a proof of claim for its claim in accordance with the procedures set forth in this order on or before the General Bar Date, the Governmental Bar Date, or such other date established hereby (as

applicable) shall be forever barred, estopped, and enjoined from: (a) asserting any Claim against the Debtors that (i) is in an amount that exceeds the amount, if any, that is set forth in the Schedules as undisputed, noncontingent, and unliquidated or (ii) is of a different nature or in a different classification (any such claim referred to as an "Unscheduled Claim") and (b) voting upon, or receiving distributions under, any plan or plans of reorganization in these chapter 11 cases in respect of an Unscheduled Claim; and the Debtors and their property shall be forever discharged from any and all indebtedness or liability with respect to such Unscheduled Claim.

13. In the event that the Debtors amend the Schedules and Statements after having given notice of the General Bar Date as provided herein, the Debtors shall give notice of any amendment to the holders of claims affected thereby, and if the subject amendment reduces the unliquidated, noncontingent and liquidated amount or changes the nature or classification of a claim against a Debtor reflected therein, such holders shall be given until the later of (a) the General Bar

Date or (b) thirty (30) days from the date such notice is given (or such other time period as may be fixed by the Court) to file proofs of claim with respect to such affected claim, if necessary, or not be treated as a creditor for purposes of these chapter 11 cases in accordance with paragraph 12 above.

14. In the event that the Debtors amend the Schedules and Statements after having given notice of the Governmental Bar Date as provided herein, the Debtors shall give notice of any amendment to the holders of claims that are governmental entities (as defined in 11 U.S.C. § 101(27)) and that are affected thereby, and if the subject amendment reduces the unliquidated, noncontingent and liquidated amount or changes the nature or classification of a claim against a Debtor reflected therein, such holders shall be given until the later of (a) the Governmental Bar Date or (b) thirty (30) days from the date such notice is given (or such other time period as may be fixed by the Court) to file proofs of claim with respect to such affected claim, if necessary, or not be treated as a creditor for

purposes of these chapter 11 cases in accordance with paragraph (14) above.

15. Nothing in this Order shall, or shall be deemed to, prejudice the Debtors' right to object to any Claim, whether filed or scheduled (e.g., as contingent, unliquidated or disputed), on any ground, or to dispute, or to assert offsets against or defenses to, any claim reflected on the Schedules and Statements, or any amendments thereto, as to amount, liability, classification, or otherwise, and to subsequently designate any claim as disputed, contingent or unliquidated; provided, however, that if the Debtors have scheduled a claim as noncontingent, liquidated and undisputed, they must comply with the procedures in paragraphs 13 and 14 of this Order to object to such scheduled, noncontingent, liquidated and undisputed claim.

16. Nothing contained herein shall limit, abridge, or otherwise affect the Debtors' right to request that the Court fix a date by which the holder of a Claim that is specifically excluded from the

requirements to file such a Claim by this Order must file a proof of claim or interest.

17. The provisions of this Order apply to all Claims of whatever character against the Debtors or their property, whether such Claims are secured or unsecured, entitled or not entitled to priority, liquidated or unliquidated, or fixed or contingent.

18. The Debtors are authorized to take such steps and do such things as they deem to be reasonably necessary to fulfill the notice requirements established by this Order, including the expenditure of all sums reasonably necessary to implement the provisions of this Order.

19. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of and/or interpretation of this Order.

Dated: Richmond, Virginia
December __, 2008

UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

Gregg M. Galardi, Esq.
Ian S. Fredericks, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP
One Rodney Square
PO Box 636
Wilmington, Delaware 19899-0636
(302) 651-3000

- and -

Chris L. Dickerson, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP
333 West Wacker Drive
Chicago, Illinois 60606
(312) 407-0700

- and -

/s/ Douglas M. Foley
Dion W. Hayes (VSB No. 34304)
Douglas M. Foley (VSB No. 34364)
MCGUIREWOODS LLP
One James Center
901 E. Cary Street
Richmond, Virginia 23219
(804) 775-1089

Proposed Counsel to the Debtors
and Debtors in Possession

CERTIFICATION OF ENDORSEMENT UNDER LOCAL RULE 9022-1(C)

I hereby certify that that the proposed order has
been served upon or endorsed by all necessary parties.

/s/ Douglas M. Foley
Douglas M. Foley

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

- - - - - x
In re: : Chapter 11
:
CIRCUIT CITY STORES, INC., : Case No. 08-35653
et al., :
: Jointly Administered
Debtors. :
- - - - - x

**NOTICE OF DEADLINE
FOR FILING PROOFS OF CLAIM**

**TO ALL CREDITORS, EQUITY INTEREST HOLDERS OF THE DEBTORS AND OTHER
PARTIES IN INTEREST:**

PLEASE TAKE NOTICE OF THE FOLLOWING:

On December 11, 2008, the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court") entered an order (the "Bar Date Order") in the above captioned chapter 11 cases establishing **January 30, 2009 at 5:00 p.m. (Pacific Time)** as the general claims bar date (the "General Bar Date") in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the "Debtors").¹ Except as described below, the Bar Date Order requires all Entities, as defined in section 101(15) of 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), including persons, estates, trusts and the United States trustee (but excluding governmental units), that have or assert any prepetition Claims (as defined herein) against any of the Debtors listed on page 4 below, to file a proof of claim so that such proof of claim is received on or before **5:00 p.m., Pacific Time**, on the General Bar Date at the following address if delivered by mail, hand delivery or overnight courier:

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Circuit City Stores, Inc. (3875), Circuit City Stores West Coast, Inc. (0785), InterTAN, Inc. (0875), Ventoux International, Inc. (1838), Circuit City Purchasing Company, LLC (5170), CC Aviation, LLC (0841), CC Distribution Company of Virginia, Inc. (2821), Circuit City Properties, LLC (3353), Kinzer Technology, LLC (2157), Abbott Advertising Agency, Inc. (4659), Patapsco Designs, Inc. (6796), Sky Venture Corp. (0311), PRAHS, INC. (n/a), XSStuff, LLC (9263), Mayland MN, LLC (6116), Courchevel, LLC (n/a), Orbyx Electronics, LLC (3360), and Circuit City Stores PR, LLC (5512). The address for Circuit City Stores West Coast, Inc. is 9250 Sheridan Boulevard, Westminster, Colorado 80031. For all other Debtors, the address is 9950 Mayland Drive, Richmond, Virginia 23233.

Circuit City Stores, Inc., et al.
Claims Processing Dept.
Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA 90245

DO NOT FILE YOUR PROOF OF CLAIM WITH THE BANKRUPTCY COURT.

The Debtors intend to file their Schedules of Assets and Liabilities and Statements of Financial Affairs (the "Schedules and Statements") with the Bankruptcy Court by December 30, 2008. Copies of the Schedules and Statements can then be obtained at www.vaeb.uscourts.gov or www.kccllc.net/circuitcity.

GOVERNMENTAL BAR DATE

In accordance with 11 U.S.C. § 502(b)(9), any Claims of governmental units, as defined by 11 U.S.C. § 101(27), against any of the Debtors listed on page 4 below, must be filed and served so that such proof of claim is received on or before **May 11, 2009 (the "Governmental Bar Date") at 5:00 p.m., Pacific Time**, at the following address if delivered by mail, hand delivery or overnight courier:

Circuit City Stores, Inc., et al.
Claims Processing Dept.
Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA 90245

DEFINITION OF CLAIM

For purposes of this Bar Date Notice, "Claim" shall mean, as to or against any of the Debtors listed on page 4 below: (1) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (2) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

PERSONS OR ENTITIES WHO MUST FILE A PROOF OF CLAIM

Pursuant to the Bar Date Order, all Entities holding Claims against the Debtors (whether secured, priority or unsecured)

that arose prior to **November 10, 2008** (the "Petition Date") are required to file proofs of claim by the General Bar Date, unless such Claims are "Excluded Claims" as defined below. Excluded Claims as defined in the Bar Date Order are:

- (i) Claims listed in the Schedules and Statements or any amendments thereto that are not therein listed as "contingent," "unliquidated" or "disputed" and that are not disputed by the holders thereof as to (a) amount, (b) classification or (c) the identity of the Debtor against whom such Claim is scheduled;
- (ii) Claims on account of which a proof of claim has already been properly filed with the Bankruptcy Court or the Claims Agent appointed by the Bankruptcy Court against the correct Debtor; provided, however, that proofs of claim or requests for payment under 11 U.S.C. § 503(b)(9) ("503(b)(9) Claims") are governed by and must be filed in accordance with the Order Establishing Bar Date for Filing Requests for Payment of Administrative Expense Claims Under Bankruptcy Code Sections 105 and 503(b)(9) and Approving Form, Manner and Sufficiency of Notice of the Bar Date Pursuant to Bankruptcy Rule 9001 (Docket No. 107, Entered November 12, 2008) and, therefore, 503(b)(9) Claims are not Excluded Claims;
- (iii) Claims previously allowed or paid pursuant to an order of the Bankruptcy Court;
- (iv) Claims allowable under 11 U.S.C. §§ 503(b) and 507(a)(1) as expenses of administration;
- (v) Claims of Debtors against other Debtors;
- (vi) Claims of current officers or directors of a Debtor for indemnification and/or contribution arising as a result of such officer's or director's postpetition service to a Debtor;
- (vii) Claims of landlords of unexpired leases of non-residential real property that have not been rejected prior to the General Bar Date, including, without limitation, any claim for prepetition arrearages or other asserted prepetition defaults. Claims for such leases that have been or are hereinafter rejected shall be filed by the later of

(a) the General Bar Date, (b) thirty (30) days after the effective date of such rejection or (c) as otherwise provided by Order of this Court;

(viii) Claims of Bank of America, N.A., as agent, and the Debtors' pre- and post-petition secured lenders for which Bank of America, N.A., served or serves as agent; and

(ix) Claims related to the Debtors' gift cards purchased prior to the Petition Date.

Any Entity whose prepetition Claim against a Debtor is not listed in the applicable Debtor's Schedules and Statements or is listed as "disputed," "contingent" or "unliquidated" and that desires to participate in any of these chapter 11 cases or share in any distribution in any of these chapter 11 cases, and any Entity whose prepetition Claim is improperly classified in the Schedules and Statements or is listed in an incorrect amount or is scheduled against an incorrect Debtor and that desires to have its Claim allowed in a classification or amount other than that set forth in the Schedules and Statements or against a Debtor other than as set forth in the Schedules and Statements, must file a proof of claim on or before the General Bar Date. If your claim has been scheduled by the Debtors, the classification, amount, and Debtor against which your claim has been scheduled is indicated on the claim form included with this notice.

Executory Contract and Lease Rejection Claims

Any Entity whose Claims arise out of the rejection of an unexpired lease or executory contract of a Debtor (an "Agreement") pursuant to section 365 of the Bankruptcy Code during the Debtors' bankruptcy cases, must file a proof of claim on or before the latest of: (1) thirty (30) days after the date of the order, pursuant to Bankruptcy Code section 365, authorizing the rejection of such contract or lease; (2) any date set by another order of the Court or (3) the General Bar Date (the "Rejection Bar Date"). Proofs of claim for any other claims that arose prior to the Petition Date with respect to an Agreement must be filed by the General Bar Date.

Other Important Information Regarding Filing Claims

If, after the General Bar Date, any of the Debtors amend their Schedules and Statements to reduce the undisputed, noncontingent and liquidated amount or to change the nature or classification of a Claim against a Debtor reflected therein or to

change the Debtor against which a Claim has been scheduled, then the affected claimant shall have thirty (30) days from the date of service of notice thereof to file a proof of claim or to amend any previously filed proof of claim in respect of such amended scheduled Claim (the "Amended Schedule Bar Date").

Any Entity holding an interest in any Debtor (each an "Interest Holder"), which interest is based exclusively upon the current ownership of stock or other equity interest of any of the Debtors (an "Interest"), (an "Interest"), need not file a proof of Interest based solely on account of such Interest Holder's ownership interest in such Interest; provided, however, that any Interest Holder (other than a governmental unit) who wishes to assert a Claim against any of the Debtors based on any transaction in the Debtors' Interests, including but not limited to a Claim for damages or rescission based on the purchase or sale of the Interests, must file a proof of claim on or prior to the General Bar Date; provided, further, however, that any Interest Holder that is a governmental unit who wishes to assert a Claim against any of the Debtors based on any transaction in the Debtors' Interests, including but not limited to a Claim for damages or rescission based on the purchase or sale of the Interests, must file a proof of claim on or prior to the Governmental Bar Date.

FILING PROOFS OF CLAIM AGAINST MULTIPLE DEBTORS

Any Entity asserting Claims against more than one Debtor must file a separate proof of claim with respect to each such Debtor. All Entities must identify on their proof of claim the particular Debtor against which their Claim is asserted and the case number of that Debtor's bankruptcy case. A proof of claim listing no reference to a particular Debtor or a proof of claim listing all of the Debtors will be deemed filed against Circuit City Stores, Inc., Case No. 08-35653.

CONSEQUENCES OF FAILURE TO FILE PROOF OF CLAIM

Any creditor that is required to file but fails to file a proof of claim for its Claim in accordance with the procedures set forth herein on or before the General Bar Date, the Governmental Bar Date, or such other date established hereby (as applicable) shall be forever barred, estopped, and enjoined from: (a) asserting any Claim against the Debtors that (i) is in an amount that exceeds the amount, if any, that is set forth in the Schedules as undisputed, noncontingent, and unliquidated or (ii) is of a different nature or in a different classification (any such claim referred to as an "Unscheduled Claim") and (b) voting upon, or receiving distributions under, any plan or plans of

reorganization in these chapter 11 cases in respect of an Unscheduled Claim; and the Debtors and their property shall be forever discharged from any and all indebtedness or liability with respect to such Unscheduled Claim. If it is unclear from the Schedules and Statements whether your Claim is disputed, contingent or unliquidated as to amount or is otherwise properly listed and classified, you must file a proof of claim on or before the General Bar Date. Any Entity that relies on the Schedules and Statements bears responsibility for determining that its Claim is accurately listed therein.

RESERVATION OF RIGHTS

The Debtors reserve the right to: (1) dispute, or to assert offsets or defenses against, any filed Claim or any Claim listed or reflected in the Schedules and Statements as to nature, amount, liability, classification, Debtor or otherwise; or (2) subsequently designate any Claim as disputed, contingent or unliquidated. Nothing set forth in this Notice shall preclude the Debtors from objecting to any Claim, whether scheduled or filed, on any grounds.

TIME AND PLACE FOR FILING PROOFS OF CLAIM

A signed original of any proof of claim, substantially in the form annexed hereto, together with accompanying documentation, must be delivered so as to be received no later than 5:00 p.m., Pacific Time, on the General Bar Date, the Rejection Bar Date, the Governmental Bar Date or the Amended Schedule Bar Date, as applicable, depending upon the nature of the Claim, at the following address if delivered by mail, hand delivery or overnight courier:

Circuit City Stores, Inc., et al.
Claims Processing Dept.
Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA 90245

Any proof of claim submitted by facsimile or other electronic means will not be accepted and will not be deemed filed until such proof of claim is submitted by the method described in the foregoing sentence. Proofs of claim will be deemed filed only when actually received at the address listed above. If you wish to receive acknowledgment of the Debtors' receipt of your proof of claim, you must also submit a copy of your original proof of claim and a self-addressed, stamped envelope.

A creditor's proof of claim may be filed without the writings and/or documentation upon which the claim is based, as required by Bankruptcy Rule 3001(c) and (d); provided, however, that, upon the request of the Debtors or any other party in interest in these cases, any such creditor will be required to transmit promptly such writings and/or documentation to the Debtors or the other party in interest, but in no event later than ten (10) days from the date of such request.

ADDITIONAL INFORMATION

If you require additional information regarding the filing of a proof of claim, you may contact the Debtors in writing, through their counsel, at the address listed below. You may also contact Kurtzman Carson Consultants LLC, at (888)830-4650 between 9:00 a.m. and 5:00 p.m. Pacific Time. The claims registers for the Debtors will be available at the office of Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, CA 90245.

Approved by the United States Bankruptcy Court for the Eastern District of Virginia on December 11, 2008.

Dated: December 12, 2008
Richmond, Virginia

SKADDEN, ARPS, SLATE,
MEAGHER & FLOM, LLP
Gregg M. Galardi, Esq.
Ian S. Fredericks, Esq.
P.O. Box 636
Wilmington, Delaware
19899-0636

McGUIREWOODS LLP
Dion W. Hayes (VSB No. 34304)
Douglas M. Foley (VSB
No. 34364)
One James Center
901 E. Cary Street
Richmond, Virginia 23219
(804) 775-1089

- and -

SKADDEN, ARPS, SLATE,
MEAGHER & FLOM, LLP
Chris L. Dickerson, Esq.
333 West Wacker Drive
Chicago, Illinois 60606

Counsel for the Debtors and Debtors in Possession

**Debtors and Debtors in Possession
and the Last Four Digits of their Respective Taxpayer
Identification Numbers**

Circuit City Stores, Inc. (3875)
Abbott Advertising Agency, Inc. (4659)
Circuit City Stores West Coast, Inc. (0785)
CC Distribution Company of Virginia, Inc. (2821)
Circuit City Properties, LLC (3353)
Patapsco Designs, Inc. (6796)
Ventoux International, Inc. (1838)
Sky Venture Corporation (0311)
PRAHS, INC. (n/a)
XSStuff, LLC (9263)
Kinzer Technology, LLC (2157)
Circuit City Purchasing Company, LLC (5170)
Orbyx Electronics, LLC (3360)
InterTAN, Inc. (0875)
CC Aviation, LLC (0841)
Courchevel, LLC (n/a)
Circuit City Stores PR, LLC (5512)
Mayland MN, LLC (6116)